

MINUTES

REGULAR MEETING

Honorable Bernard C. "Jack" Young, President
Honorable Stephanie Rawlings-Blake, Mayor
Honorable Joan M. Pratt, Comptroller and Secretary
George A. Nilson, City Solicitor
Rudolph S. Chow, Director of Public Works
David E. Ralph, Deputy City Solicitor
S. Dale Thompson, Deputy Director of Public Works
Bernice H. Taylor, Deputy Comptroller and Clerk

President: "Good morning, the March 18, 2015 meeting of the Board of Estimates is now called to order. In the interest of promoting the order and efficiency of these hearings, persons who are disruptive to the hearing will be asked to leave the hearing room immediately. I would direct the Board members attention to the memorandum from my office dated March 16, 2015, identifying matters to be considered as routine agenda items, together with any corrections and additions that have been noted by the Deputy Comptroller. I will entertain a Motion to approve all of the items contained on the routine agenda."

Deputy City Solicitor: "Move the approval of all of the items on the routine agenda."

Comptroller: "Second."

President: "All those in favor say AYE. All opposed NAY. The Motion carries. The routine agenda has been adopted."

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MINUTES**BOARDS AND COMMISSIONS**1. Prequalification of Contractors

In accordance with the Rules for Prequalification of Contractors, as amended by the Board on October 30, 1991, the following contractors are recommended:

A.R. Marani, Inc.	\$ 8,000,000.00
Alason Electrical Contractors, Inc.	\$ 8,000,000.00
Angelozzi Brothers, Inc.	\$ 8,000,000.00
Arundel Builders and Construction, LLC	\$ 1,500,000.00
CPE, Inc.	\$ 1,500,000.00
Haines Industries, Inc.	\$ 900,000.00
Innovative Electrical Testing & Construction, LLC	\$ 1,500,000.00
L.R. Willson & Sons, Inc.	\$ 8,000,000.00

2. Prequalification of Architects and Engineers

In accordance with the Resolution Relating to Architectural and Engineering Services, as amended by the Board on June 29, 1994, the Office of Boards and Commissions recommends the approval of the prequalification for the following firms:

Alpha Corporation	Engineer
Counsilman-Hunsaker	Engineer
Davis Buckley Architects & Planners	Architect

MINUTES**BOARDS AND COMMISSIONS** - cont'd

Grace E. Fielder & Associates, Chartered	Engineer
GWWO, Inc./Architects	Architect
Keast & Hood	Engineer
Mincin Patel Milano, Inc.	Engineer
Morabito Consultants, Inc.	Engineer
Penza Bailey Architects	Architect

There being no objections the Board, UPON MOTION duly made and seconded, approved the prequalification of contractors and architects and engineers for the listed firms.

MINUTES

Employees' Retirement System (ERS) - Investment Management Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Investment Management Agreement with Harding Loevner LP.

AMOUNT OF MONEY AND SOURCE:

\$75,000,000.00 - approximately of ERS assets

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

All funds and expenses will be expended from the ERS. Harding Loevner LP will be managing approximately \$75,000,000.00 of the ERS assets in a separate account invested in international large-cap equities.

The ERS Board of Trustees conducted a search for an international large-cap equities fund manager, and as a result of that search, selected Harding Loevner LP. The search and selection process was conducted with the assistance and advice of the ERS's investment advisor, Marquette Associates.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Investment Management Agreement with Harding Loevner LP. The Comptroller **ABSTAINED**.

MINUTES

Parking Authority of - Parking Facility Rate Adjustment
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment of certain rates at the City-owned Arena Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that rate adjustments at this parking facility are warranted at this time.

The PABC performed a survey of parking rates in the areas surrounding the Arena Garage. The rate survey confirmed that the fees charged to parkers at this facility are generally lower than fees charged at other parking facilities within the area. To bring the rates charged at the Arena Garage in line with its surrounding facilities, the PABC staff developed the rate adjustment recommendation. The rate adjustments were unanimously approved by the PABC Board of Directors.

MINUTESPABC - cont'd

Location	Proposed Transient Rate Changes				Proposed Monthly Rate Changes
Arena Garage	Regular Transient Rates				Regular Monthly Rate
		Current Rate	Proposed Rate	Last Rate Change	No Proposed rate adjustment
	Up to 1 hour	\$ 7.00	\$ 8.00	November 2013	
	Up to 2 hours	\$ 9.00	\$10.00	November 2013	
	Up to 3 hours	\$13.00	\$14.00	November 2013	
	4-12 hours	\$15.00	\$16.00	September 2014	
	13-24 hours	\$16.00	\$17.00	November 2013	

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment of certain rates at the City-owned Arena Garage that is managed by the PABC.

MINUTES

Parking Authority of - Parking Facility Rate Adjustment
Baltimore City (PABC)

ACTION REQUESTED OF B/E:

The Board is requested to approve an adjustment to the monthly rate at the City-owned Penn Station Garage that is managed by the PABC. The Parking Facility Rate Adjustment is effective upon Board approval.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The PABC is charged with managing the City of Baltimore's parking assets. Proper stewardship of those assets requires that the PABC realize the best possible return on the City's parking investments.

Pursuant to Article 31, §13(f)(2) of the Baltimore City Code, subject to the approval of the Board of Estimates, the PABC may set the rates for any parking project. The PABC believes that rate adjustments at this parking facility are warranted at this time.

Due to current high demand for monthly parking at the Penn Station Garage, the PABC staff developed the rate adjustment recommendation submitted. This rate adjustment was unanimously approved by the PABC Board of Directors.

Location	Proposed Transient Rate Changes	Proposed Monthly Rate Changes		
Penn Station		Regular Monthly Rate		
	No proposed rate adjustments	Current Rate	Proposed Rate	Last Rate Change
		Regular Rate \$215.00	\$220.00	February 2014

MINUTES

PABC - cont'd

MBE/WBE PARTICIPATION:

N/A

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved the adjustment of certain rates at the City-owned Penn Station Garage that is managed by the PABC.

MINUTES**TRANSFERS OF FUNDS**

* * * * *

UPON MOTION duly made and seconded,

the Board approved

the Transfers of Funds

listed on the following pages:

734 - 736

SUBJECT to receipt of favorable reports

from the Planning Commission,

the Director of Finance having

reported favorably thereon,

as required by the provisions of the

City Charter.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Housing and Community Development</u>		
1. \$ 100,000.00	9910-926013-9587	
31 st Com. Dev.	Acquisition - Tax	
Bonds (CDB)	Sale	
300,000.00	9910-905923-9587	
30 th CDB	Greenmount West	
475,000.00	" "	
31 st CDB		
250,000.00	9910-912014-9587	
31 st CDB	Ground Rent	
	Acquisition	
\$1,125,000.00	-----	9910-908044-9588
		Acquisition and
		Relocation

This transfer will provide funds to replenish Land Resources general acquisition and relocation account. The funds are needed to complete relocations associated with demolition projects.

Department of General Services

2. \$ 70,179.00	9916-905001-9194	9916-904943-9197
State Revenue	Constr. Reserve -	Appellate Judge's
	Unallotted	Chambers - Active

These chambers will be needed for the two incoming new Appellate Judges that will be located at Courthouse East.

MINUTES**TRANSFERS OF FUNDS**

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Department of Recreation and Parks</u>		
3. \$ 44,000.00	9938-908808-9475	9988-907808-9474
State	Reserve - Com.	Active - Com.
	Parks & Play-	Parks & Playgrounds
	grounds FY11	FY11
411,000.00	9938-903792-9475	9938-904792-9474
Rec. & Pks.	Reserve - Park	Active - Park
25 th Series	Rehab. FY10	Rehab. FY10
220,000.00	9938-933003-9475	9938-937003-9474
Rec. & Pks.	Reserve - Islamic-	Active - Islamic Way
26 th Series	Way, Joseph Lee,	Joseph Lee, Wegworth
	Wegworth	
300,000.00	9938-917027-9475	9938-919027-9474
Rec. & Pks.	Reserve - Clifton/	Active - Clifton/
27 th Series	Wegworth Park	Wegworth Park Courts
\$ 975,000.00	Courts	

This transfer will provide funds to cover costs associated with the construction of park site improvements at Wegworth Park.

Mayoralty-Related/Department of Planning

4. \$ 150,000.00	9904-923012-9129	9904-926012-9127
24 th Econ. Dev.	AVAM Space Ex-	AVAM Space Ex-
Loan	pansion - Reserve	pansion - Active

This transfer will provide funds to the American Visionary Art Museum (AVAM) located at 800 Key Highway, for expansion of exhibit space. This alteration work will change the internal space and the physical characteristics of the facility. The expansion work will include updates to lighting, flooring, signage, and skylights to enhance visitor experience.

MINUTES

TRANSFERS OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
<u>Baltimore Development Corporation</u>		
5. \$ 100,000.00	9910-914022-9600	9910-903355-9601
24 th Econ.	Constr. Reserve	W/S Historic
Dev. Funds	Westside Historic	Properties -
	Property Stabili-	Stabilization
	zation	Rehab.

This transfer will provide funds for repairing City-owned properties located in the downtown redevelopment project area. The Department of General Services will make all repairs on properties located at 109 W. Lexington Street, 215 W. Lexington Street, and 409 Tyson Street. These funds will allow the DGS to render services to BDC for other City-owned properties with ongoing maintenance issues in the greater downtown area.

MINUTES

Fire and Police Employees' - Amendment to Investment
Retirement System (F&P) Advisory Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of the Amendment to the Investment Advisory Agreement (Amendment) with Summit Strategies, Inc. (Summit).

AMOUNT OF MONEY AND SOURCE:

\$200,000,000.00 - approximately of F&P funds

No General Fund monies are involved in this transaction.

BACKGROUND/EXPLANATION:

All funds and expenses will be expended from the F&P. Pursuant to the Amendment, Summit will oversee the direct management of approximately \$200,000,000.00 of the F&P funds in "hedged" investments for an additional investment advisory fee.

On October 7, 2009, the Board approved the Investment Advisory Agreement with Summit, under which Summit agreed to render investment advisory services on behalf of the F&P. In an effort to reduce management fees on hedge fund investments, the F&P Board now desires that the F&P's investment allocation in hedge funds be shifted from fund-of-funds investments to direct fund investments.

Summit will assist in F&P's selection and oversight of hedge fund investment managers, which service Summit provides for its clients at an additional annual fee to defray extra resources and work provided for appropriate due diligence and oversight of hedge fund managers.

The Amendment will authorize Summit to provide those additional services for 25 basis points of the F&P's hedge allocation, which is presently valued at approximately \$200,000,000.00.

MINUTES

F&P - cont'd

It is estimated that this approach will result in a substantial reduction in fees paid by the F&P on hedge fund investments.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment to the Investment Advisory Agreement with Summit Strategies, Inc. The Comptroller

ABSTAINED.

MINUTES

Fire Department - Donation

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a donation from the Under Armour, Inc.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Department received an unsolicited donation of 1,596 pairs of men's UA Valsetz RTS Tactical Boots. These boots will be stored at the Fire Supply and will be distributed to its members for personal use.

The submitted letter from the donor stated that the boots value is \$191,504.04. The City by approval of the submitted letter accepts the donation and will formally thank the donor for its continued support.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved acceptance of a donation from the Under Armour, Inc.

MINUTES

Department of General Services - Amendment No. 1 for
Project No. 1126J

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 1 for Project No. 1126J with Johnson, Mirmiran and Thompson, Inc. (JMT). Amendment No. 1 will extend the period of the agreement through March 27, 2016.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

On March 27, 2013, the Board approved the original agreement with the JMT for a two year period with an upset limit of \$1,831,748.40. Due to extra work that needs to be assigned to the JMT the contract needs to be extended through March 27, 2016.

MBE/WBE PARTICIPATION:

The consultant will comply with the MBE goal of 27% and WBE goal of 9% that was approved in the original agreement for Project No. 1126J.

AUDITS NOTED THE TIME EXTENSION AND WILL REVIEW TASK ASSIGNMENTS.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Amendment No. 1 for Project No. 1126J with Johnson, Mirmiran and Thompson, Inc.

MINUTESDepartment of General Services - Minor Privilege Permit Applications

The Board is requested to approve the following applications for a Minor Privilege Permit. The applications are in order as to the Minor Privilege Regulations of the Board and the Building Regulations of Baltimore City.

<u>LOCATION</u>	<u>APPLICANT</u>	<u>PRIVILEGE/SIZE</u>
1. 720 Aliceanna Street	Harbor East Limited Partnership	One double face electric sign @ 9.29 sq. ft.
\$ 70.30 Annual Charge		
2. 2847 Huntingdon Avenue	Fuma Real Estate, LLC	Retain two single face electric signs @ 12' x 3' each
\$ 281.20 Annual Charge		
3. 904 Light Street	Peter T. Chresso	Four goose lamp lights
\$ 100.00 Flat Charge		
4. 511 S. Central Avenue	1100 Fleet Street, LLC	Outdoor seating 32' x 4'
\$1,009.50 Annual Charge		
5. 1401 Fleet Street	1401 Fleet Street, LLC	Three awnings @ 13'11" x 2' each
\$ 210.90 Annual Charge		

Since no protests were received, there are no objections to approval.

There being no objections the Board, UPON MOTION duly made and seconded, approved the minor privilege permits.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Department of Housing and Community Development - Options</u>			
1. Eutaw Place, LLC	4715 Park Heights Avenue	G/R \$96.00	\$ 800.00
	4717 Park Heights Avenue	G/R \$96.00	\$ 800.00
2. Ilene H. Powers	4727 Park Heights Avenue	G/R \$96.00	\$ 880.00
<p>The ground rent was appraised for \$800.00 and the owner requested a 10% increase in the fair market value. An administrative settlement was approved to pay the owner \$880.00 for the ground rent interest.</p>			
3. Jose Marcelo Marquez and Maria Josefina Marquez	4741 Park Heights Avenue	F/S	\$21,000.00
4. Lee & Joyce Inc.	4745 Park Heights Avenue	G/R \$120.00	\$1,100.00
5. Burton Real Estate, LLC.	4813 Park Heights Avenue	L/H	\$6,400.00

Funds are available in account 9910-903180-9588-900000-704040, Park Heights Project.

In the event that the option agreement/s fail/s and settlement cannot be achieved, the Department requests the Board's approval to purchase the interest in the above property/ies by condemnation proceedings for an amount equal to or lesser than the option amount.

MINUTES

OPTIONS/CONDEMNATION/QUICK-TAKES:

<u>Owner(s)</u>	<u>Property</u>	<u>Interest</u>	<u>Amount</u>
<u>Law Department - Payment of Settlement</u>			
6. Santos E. Ochoa	3410 Woodland Ave.	F/S	\$ 5,000.00

Funds are available in account 9910-903183-9588-900000-704040.

On July 16, 2014, the Board approved the acquisition, by condemnation, of the fee simple interest in the real property located at 3410 Woodland Avenue.

On August 4, 2014, the City filed a condemnation action for the acquisition of the fee simple interest in the real property located at 3410 Woodland Avenue. On July 16, 2014, the Board approved the fair market value of the property in the amount of \$18,000.00, based upon an independent appraisal report. The owner disclaimed interest in the property. The mortgage holder's appraisal valued the property at \$30,000.00. After negotiations, the parties agreed to settle the condemnation suit for \$23,000.00. Therefore, the Board is requested to approve an additional \$5,000.00.

UPON MOTION duly made and seconded, the Board approved and authorized the foregoing options, and payment of settlement.

MINUTESSpace Utilization Committee - Antenna License Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Antenna License Agreement with Erasmus Properties (Fort Avenue) Business Trust, LLC. The period of the Antenna License Agreement is effective upon Board approval for five years, with three 5-year renewal options.

AMOUNT OF MONEY AND SOURCE:

The license fee is \$1.00.

BACKGROUND/EXPLANATION:

The Mayor's Office of Information Technology (MOIT) would like to provide wireless data transfer services to City agencies. The Antenna License Agreement allows MOIT and the Licensor to formally establish the parameters of MOIT's use of the Licensor's property.

MOIT will install and operate a microwave antenna, wireless camera receive-antennas, and install cables at 2101 East Fort Avenue. The City will be responsible for maintaining its equipment.

The Licensor will give the City reasonable access to stairwells, ladders, rooftops, and vertical and horizontal shafts. MOIT will have access to the property as regulated by the Antenna License Agreement.

The Space Utilization Committee approved this License Agreement on March 10, 2015.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Antenna License Agreement with Erasmus Properties Business Trust, LLC.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

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|---|--------------|---------|
| 1. FIREMIRE & ASSOCIATES
INC. | \$100,000.00 | Renewal |
| Contract No. 08000 - Dezurik Plug Valves - Department of
Public Works, Water and Wastewater - P.O. No. P526803 | | |

On April 2, 2014, the Board approved the initial award in the amount of \$100,000.00. The award contained three 1-year renewal options. This renewal in the amount of \$100,000.00 is for the period April 1, 2015 through March 31, 2016, with two 1-year renewal options remaining. The above amount is the City's estimated requirement.

It is hereby certified, that the above procurement is of such a nature that, no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

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| 2. KERSHNER ENVIRONMENTAL
TECHNOLOGIES, LLC | \$300,000.00 | Renewal |
| Contract No. 08000 - Furnish and Deliver Chlorination and
De-Chlorination Parts - Department of Public Works, Bureau
of Water and Wastewater - P.O. No. P519869 | | |

On March 28, 2012, the Board approved the initial award in the amount of \$200,000.00. The award contained three 1-year renewal options. Subsequent actions have been approved. This final renewal in the amount of \$300,000.00 is for the period April 8, 2015 through April 7, 2016. The above amount is the City's estimated requirement.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases

3. HONEYWELL BUILDING SOLUTIONS,
SES CORPORATION \$ 0.00 Renewal
Contract No. B50002161 - Maintenance Services for Life and
Safety Systems for Convention Center - Convention Center -
P.O. No. P519485

On January 25, 2012, the Board approved the initial award in the amount of \$2,250,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$0.00 is for the period March 1, 2015 through February 28, 2016, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO SET GOALS OF 21% MBE AND 6% WBE.

	<u>Commitment</u>	<u>Performed</u>
MBE: Horton Mechanical Contractors, Inc.	21%	\$263,772.00 21%
WBE: The Fireline Corporation	6%	*See note below

*Per contracting agency, The Fireline Corporation was unable to respond to prime contractor's requests for services. Contractor has demonstrated good faith efforts.

MWBOO FOUND VENDOR IN COMPLIANCE.

4. CORRELLI, INCORPORATED
ALBAN TRACTOR CO., INC.
\$ 0.00 Renewal
Contract No. B500002267 - Parts and Maintenance & Repair
Services for Caterpillar Construction Equipment -
Department of Public Works, Bureau of Solid Waste - P.O.
Nos. P520013 and P520012

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

VENDOR	AMOUNT OF AWARD	AWARD BASIS
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Bureau of Purchases

On February 22, 2012, the Board approved the initial award in the amount of \$700,000.00. The award contained two 1-year renewal options. This renewal in the amount of \$0.00 is for the period April 1, 2015 through March 31, 2016, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

5. EAST COAST EMERGENCY
 LIGHTING, INC. \$ 500,000.00 Increase
 Contract No. B50001903 - Assorted Light Bars and Light Sets
 - Department of General Services, Fleet Management - P.O.
 No. P523572

On May 25, 2011, the Board approved the initial award in the amount of \$750,000.00. The award contained three 1-year renewal options. Subsequent increases and one renewal have been approved. This increase in the amount of \$500,000.00 is necessary to purchase light bars and light accessories for the police units and emergency equipment being purchased. This increase will make the award amount \$3,250,000.00. The contract expires on June 30, 2015, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

6. MEINEKE CAR CARE
 CENTERS, LLC \$ 50,000.00 Increase
 Contract No. B50001978 - Motor Vehicle Exhaust System
 Repairs - Department of General Services - P.O. No. P517917

On July 27, 2011, the Board approved the initial award in the amount of \$100,000.00.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

The award contained two 1-year renewal options. Subsequent actions have been approved. Due to increased usage an increase in the amount of \$50,000.00 is necessary. This increase in the amount of \$50,000.00 will make the award amount \$225,000.00. The contract expires on October 31, 2015, with one 1-year renewal option remaining. The above amount is the City's estimated requirement.

MWBOO GRANTED A WAIVER.

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| 7. | AMARA ENTERPRISE, LLC | \$ 46,393.00 | Increase |
| Contract No. B50003803 - CharmTV Studio Upgrade Equipment Installation - MOCAB - Req. No. R678873 | | | |

On November 5, 2014, the Board approved the initial award in the amount of \$37,992.00. This increase in the amount of \$46,393.00 is necessary to provide related out of scope services critical to the time sensitive completion of studio network upgrades. This increase in the amount of \$46,393.00 will make the award amount \$84,385.00. The contract expires on November 4, 2015.

It is hereby certified, that the above procurement is of such a nature that, no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

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| 8. | JAY'S RESTAURANT GROUP, INC. | \$ 36,126.59 | Ratification |
| Contract No. 06000 - Food Services for Snow Emergency - Department of Transportation - Req. Nos. R692367, R692370, etc. | | | |

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONSVENDOR AMOUNT OF AWARD AWARD BASISBureau of Purchases

The Department of Transportation requests that the Board ratify additional expenses incurred with the vendor to provide food services for the staff working at the EOC and salt yard during recent snow events, while the catering contracts B50003951 and B50003955 were awaiting the Board of Estimates approval. The period of the ratification is February 11, 2015 through March 4, 2015.

It is hereby certified, that the above procurement is of such a nature that, no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

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| 9. | ACCELA,
INC. | Assignment
Agreement and
Increase |
| | \$110,000.00 | |
| Contract No. 08000 - Construction Contract Planning and Coordination Services Software Agreement - Department of General Services - Req. No. Various | | |

The Board is requested to approve and authorize execution of an Assignment Agreement with Accela, Inc. The contract expires on September 14, 2017.

On September 10, 2008, the Board approved the initial award in the amount of \$45,000.00 with Envista Corporation. The award contained five 1-year renewal options. All renewals have been exercised and the contract expires on September 14, 2017. Subsequent amendments and increases have been approved. Accela, Inc. has purchased the rights, title, obligations, conditions, assets, and interests of Envista Corporation and is requesting assignment of the current contract. This increase in the amount of \$110,000.00 is necessary for the continued funding of the agreement for construction management software licenses and support required by the Department of General Services to coordinate various construction projects.

MINUTES

INFORMAL AWARDS, RENEWALS, INCREASES TO CONTRACTS AND EXTENSIONS

<u>VENDOR</u>	<u>AMOUNT OF AWARD</u>	<u>AWARD BASIS</u>
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Bureau of Purchases

It is hereby certified, that the above procurement is of such a nature that, no advantage will result in seeking nor would it be practical to obtain competitive bids. Therefore, pursuant to Article VI, Section 11 (e) (i) of the City Charter, the procurement of the equipment and/or service is recommended.

(FILE NO. 57210)

UPON MOTION duly made and seconded, the Board approved the foregoing informal awards, renewals, increases, and extensions to contracts. The Board further approved and authorized execution of the Assignment Agreement with Accela, Inc. (item no. 9). The Comptroller **ABSTAINED** on item no. 3.

MINUTES

Mayor's Office of Human - Continuum of Care Agreements
Services (MOHS)

The Board is requested to approve and authorize execution of the Continuum of Care Agreements. The period of the Agreement is February 1, 2015 through January 31, 2016, unless otherwise indicated.

1. **YWCA OF THE GREATER BALTIMORE AREA, INC.** **\$162,806.00**

Account: 4000-496215-3572-591461-603051

The YWCA of the Greater Baltimore Area, Inc. will use the funds to provide support services to 19 families at their Druid Heights Transitional Housing Project (THP) site. The THP provides transitional housing through a partnership with the Druid Heights Community Development Corporation. Intensive supportive services are provided to at least 19 homeless families with dependent children in Baltimore City. The THP seeks to move participating families into permanent housing and through provision of supportive services to help them gain the skills, income, and other resources necessary to achieve, and maintain self-sufficiency.

2. **MERCY MEDICAL CENTER, INC.** **\$330,300.50**

Account: 4000-496215-3571-591465-603051

The Mercy Medical Center, Inc. (Mercy) will provide support services to 80 households. Mercy will complete intake assessments on 240 homeless families. A minimum of 80 families will exit into permanent housing during the operating year. Mercy staff will assess, arrange, coordinate, and monitor the delivery of individualized services to meet the needs of program participants. Supportive services provided through this project are geared towards assisting participants in increasing skill level, income, self-determination, and maintaining residential stability.

MINUTES

MOHS - cont'd

3. **ST. VINCENT DE PAUL OF BALTIMORE, INC.** **\$54,556.50**

Account: 4000-496215-3572-591429-603051

St. Vincent de Paul of Baltimore, Inc. will provide support services to 15 families at their Cottage Avenue Community transitional housing program. The Cottage Avenue Community transitional housing program is a comprehensive housing program designed to help families successfully transition from emergency shelters to permanent housing and self-sufficiency. The transition housing program serves an average of 24 families per year for a maximum stay of two years, with the majority of families transitioning to permanent housing within 14 months. The entire focus of program services is to provide stable, safe, and affordable housing, assist the head of household in securing a stable source of income sufficient to pay for basic needs such as food and clothing, and help families obtain appropriate child care so that the adult(s) in the family are able to work effectively towards achieving self-sufficiency. The period of the Continuum of Care Agreement is March 1, 2015 through February 29, 2016.

The Continuum of Care Agreements are late because of a delay at the administrative level.

MWBOO GRANTED A WAIVER.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND HAD NO OBJECTION.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing Continuum of Care Agreements.

MINUTESDepartment of Planning - Consultant Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of a Consultant Agreement with The Hatcher Group, Inc. The period of the Agreement is effective upon Board approval for 90 days.

AMOUNT OF MONEY AND SOURCE:

\$25,000.00 - 9905-903009-9188-000000-703032

BACKGROUND/EXPLANATION:

Since the summer of 2013, the Department of Planning has been leading a master planning process for the area around the new Horseshoe Casino. The goal is to complete the master plan before the summer of 2015 in order to use the adopted plan to prepare the multi-year South Baltimore Local Impact Aid spending plan in the fall 2015 and incorporate the recommendations into the FY'17 budget. The current draft of the master plan was submitted to the Department of Planning in December 2014 by the previous consultant firm (McCormick Taylor - with contract expiring March 18, 2015). The requested action will provide necessary assistance to refine final text and recommendations with copy editing and communications expertise in order to complete the Master Plan and provide a compelling executive summary. The vendor will provide both a short executive summary and an edited, concise full version of the final draft of the document.

Brief timeline:

- Summer 2013: Interagency data gathering
- Fall 2013: Public outreach in community
- Winter 2014: Background planning documents completed by planning staff

MINUTESDepartment of Planning - cont'd

- Spring 2014: Consultants on board to access gathered information and draft recommendations, strategies and implementation actions incorporating best practices from around the country
- Summer-Fall 2014: Consultants conduct further public outreach/community charrettes
- Spring 2015: Completion of Master Plan and Executive Summary
- Summer 2015: Adoption of Master Plan by Planning Commission

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Consultant Agreement with The Hatcher Group, Inc.

MINUTES

Department of Planning - Report on Previously
Approved Transfers of Funds

At previous meetings, the Board of Estimates approved Transfers of Funds subject to receipt of favorable reports from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the provisions of the City Charter. Today, the Board is requested to **NOTE 11** favorable reports by the Planning Commission on February 26, 2015 on Transfers of Funds approved by the Board of Estimates at its meetings on February 11 and February 25, 2015.

The Board **NOTED 11** favorable Reports on Transfers of Funds approved by the Board of Estimates at its meetings on February 11 and February 25, 2015

MINUTES

Department of Public Works/Office - Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Johnson, Mirmiran & Thompson, Inc. under Project No. 1202, SC 940, Wastewater Engineering Services for Sewer Capacity Improvements in the Upper Gwynns Run Area of High Level Sewershed. The period of the Agreement is effective upon Board approval for two years or until the upset limit is reached.

AMOUNT OF MONEY AND SOURCE:

\$999,934.90 - 9956-906647-9551-900020-703032

BACKGROUND/EXPLANATION:

The Consultant will provide engineering services necessary to evaluate, prepare design analyses, and develop construction contract documents to accomplish sewer collection system capacity improvements in the Upper Gwynns Run Area of the High Level Sewershed. The scope of work includes design of trenchless sewer rehabilitation, sewer capacity enhancement through upsizing existing sewers and new parallel relief sewer. The purpose of this project is to eliminate engineered overflows as required by the Consent Decree. Design will include preparation of contract documents including construction cost estimate, permit applications, right-of-ways acquisitions, survey and geotechnical work. Additional services will include project management, contract administration, investigation, and developing and implementing public information materials.

MBE: Savin Engineers, P.C.	\$100,173.57	10.02%
EBA Engineering, Inc.	39,691.13	3.97%
Khafra Engineering Consultants, Inc.	100,695.76	10.07%
E2CR, Inc.	29,425.60	2.94%
	\$269,986.06	27.00%
WBE: Albrecht Engineering, Inc.	\$ 99,990.86	10%

MWBOO FOUND VENDOR IN COMPLIANCE.

APPROVED FOR FUNDS BY FINANCE

MINUTES

DPW - cont'd

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$1,100,000.00	9956-906619-9549	
Wastewater Rev.	Constr. Reserve	
Bonds	Sewer System	
	Evaluation Program	
\$ 999,934.90	-----	9956-906647-9551-3
		Design
100,065.10	-----	9956-906647-9551-9
		Administration
\$1,100,000.00		

The funds are to cover the cost of SC 940, Sewer Capacity Improvements in the Gwynns Run Area.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Johnson, Mirmiran & Thompson, Inc. under Project No. 1202, SC 940, Wastewater Engineering Services for Sewer Capacity Improvements in the Upper Gwynns Run Area of High Level Sewershed. The transfer of funds was approved SUBJECT to receipt of a favorable report from the Planning Commission, the Director of Finance having reported favorably thereon, as required by the Provisions of the City Charter.

MINUTES

Department of Public Works/Office - Agreement
of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of an Agreement with Sidhu Associates, Inc. under Project SC 924, Arc Flash Hazard Improvements at the Patapsco Wastewater Treatment Plant. The period of the Agreement is effective upon Board approval for 30 months or until the upset limit is reached, whichever occurs first.

AMOUNT OF MONEY AND SOURCE:

\$38,506.46 - 9956-905334-9551-900020-703032

BACKGROUND/EXPLANATION:

The Consultant will provide post award engineering services during construction of SC 924 Arc Flash Hazard Improvements at the Patapsco Wastewater Treatment Plant. The engineering services will include review of shop drawings, respond to requests for information, prepare operation and maintenance manuals for the operation of 15 kV and 33 kV remote control cabinet and record drawings. The Consultant will also provide assistance in inspection of testing and setting of relays and loop testing for electrical meter wiring and train the plant operation and maintenance personnel in the operation of remote control switchgear. In addition, the Consultant will conduct conditional and final acceptance inspection and prepare punch list items.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Agreement with Sidhu Associates, Inc. under Project SC 924, Arc Flash Hazard Improvements at the Patapsco Wastewater Treatment Plant.

MINUTES

Department of Public Works/Office - Amendment No. 5 to Agreement of Engineering and Construction

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of Amendment No. 5 to Agreement with KCI Technologies, Inc. (KCI), under Project 1118, Improvements to the Wastewater Collection System for Consent Decree Wet Weather Compliance. Amendment No. 5 will extend the Agreement through September 21, 2016.

AMOUNT OF MONEY AND SOURCE:

\$1,655,184.74	-	2070-000000-5601-399012-603026
147,004.66	-	2070-000000-5501-604304-603026
51,517.65	-	2071-000000-5521-393704-603026
51,517.65	-	2071-000000-5521-393804-603026
103,035.38	-	2072-000000-5181-390502-603026
\$2,008,260.08		

It is anticipated that \$1,149,126.42 will come from the Wastewater Revenue Bonds (57.22%) and \$859,133.66 will come from Baltimore County (42.78%).

BACKGROUND/EXPLANATION:

On September 22, 2010, KCI was awarded a contract to provide engineering and technical support for Project 1118, Improvements to the Wastewater Collection System for Consent Decree Wet Weather Compliance for a three-year period ending on September 21, 2013. The original agreement contained provisions for five optional one-year extensions.

On December 12, 2012, the Board approved Amendment No. 1 for \$2,678,998.71. On June 5, 2013, the Board approved Amendment No. 2 extending the term of the agreement through September 21, 2014. On January 29, 2014, the Board approved Amendment No. 3 for \$999,953.76. On July 16, 2014, the Board approved Amendment No. 4 for \$2,271,890.98 and extended the term of the agreement through September 21, 2015.

MINUTES

Department of Public Works - cont'd

MBE/WBE PARTICIPATION:

The Consultant will continue to comply with all terms and conditions of the M/WBE programs in accordance with Baltimore City Code, Article 5, Subtitle 28.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED AND FOUND THE BASIS FOR COMPENSATION CONSISTENT WITH CITY POLICY.

AUDITS NOTED THE TIME EXTENSION AND INCREASE IN THE UPSET LIMIT.

UPON MOTION duly made and seconded, the Board approved and authorized execution of Amendment No. 5 to Agreement with KCI Technologies, Inc., under Project 1118, Improvements to the Wastewater Collection System for Consent Decree Wet Weather Compliance.

MINUTES

Department of Public Works/Office - Right-of-Way Improvement
of Engineering and Construction Agreement

ACTION REQUESTED OF B/E:

The Board is requested to approve and authorize execution of a Right-of-Way Improvement Agreement with Baltimore County, for WC 1295, Towson Reservoir - Generator and Main Substation.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The County Department of Permits Approvals and Inspection is requiring that a Right-of-Way Improvement Agreement be signed by the City, or they will not issue a Building Permit. This is required by Baltimore County because of the pull off for the fuel truck on Far Hills Drive, and because of some storm sewer work in that street.

MBE/WBE PARTICIPATION:

N/A

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Right-of-Way Improvement Agreement with Baltimore County, for WC 1295, Towson Reservoir - Generator and Main Substation.

MINUTES

Health Department - Grant Award

ACTION REQUESTED OF B/E:

The Board is requested to approve acceptance of a grant award from the State of Maryland, Department of Health and Mental Hygiene (DHMH), Prevention and Health Promotion Administration. The period of the Grant is October 1, 2014 through June 30, 2015.

AMOUNT OF MONEY AND SOURCE:

\$115,238.00 - 4000-480315-3150-736900-404001

BACKGROUND/EXPLANATION:

The grant is entitled "Community-Based Programs to Test and Cure Hepatitis C." The grant provides funding to support expanded HCV (Hepatitis C) surveillance and epidemiology, HCV case management and treatment coordination, and HCV linkage-to-care services.

This grant is late because it was recently received from the grantor.

APPROVED FOR FUNDS BY FINANCE

AUDITS REVIEWED THE SUBMITTED DOCUMENTATION AND FOUND THAT IT CONFIRMED THE GRANT AWARD.

UPON MOTION duly made and seconded, the Board approved the acceptance of a grant award from the State of Maryland, Department of Health and Mental Hygiene, Prevention and Health Promotion Administration.

MINUTESHealth Department - Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize the expenditure of funds to purchase client incentive/gift cards from Rite Aid Corporation.

AMOUNT OF MONEY AND SOURCE:

\$5,000.00 - 5000-521113-3023-274000-604051

(1,000 gift cards @ \$5.00 each)

BACKGROUND/EXPLANATION:

One \$5.00 gift card will be given to clients of the Department's Needle Exchange Program (NEP) as an incentive for taking a HIV/STD test. The NEP adheres to all policies associated with the usage of incentives and has sufficient procedures in place to address the safeguarding and accountability of incentives purchased.

The Health Department adopted a consolidated policy for the purchase, distribution, and documentation of all incentive cards. The central tenets of this policy are: 1) single means of procuring all incentive cards through the Board of Estimates, 2) the documentation of each incentive card and its recipient, 3) a monthly reconciliation for all purchases that account for all distributed and non-distributed cards, and 4) periodic internal reviews of programs activity vis-à-vis the internal policy, which are to be shared with the Department of Audits. This policy has been reviewed by both the Solicitor's Office and the Department of Audits. Consistent with the original Board of Estimates approval, all requests for payment for all incentive cards will be subject to the Department of Audits' approval.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board approved the expenditure of funds to purchase client incentive/gift cards from Rite Aid Corporation.

MINUTESHealth Department - Affiliation Agreement**ACTION REQUESTED OF B/E:**

The Board is requested to approve and authorize execution of an Affiliation Agreement with the Johns Hopkins University, School of Public Health (JHSPH). The period of the Affiliation Agreement is effective upon Board approval through June 30, 2018.

AMOUNT OF MONEY AND SOURCE:

N/A

BACKGROUND/EXPLANATION:

The Overdose Reversal Initiative is a program of the Health Department that provides training and access to naloxone to individuals at-risk for drug overdose and others who may assist them. The Overdose Reversal Initiative is led by a Physician Medical Director employed by the Health Department.

The JHSPH is designated by the Accreditation Council for Graduate Medical Education and the Health Department as the participating institution in graduate medical education programs that want to address the public health crisis of drug overdose.

Both parties agree that training of Program Medical Residents in its Preventive Medical Residency Program will be enhanced and improved by receiving a portion of their training in overdose prevention at the Health Department.

The Health Department Physician Medical Director for the Overdose Reversal Initiative will provide training to the JHSPH Program Medical Residents in the prescribing of naloxone and directly supervise all clinical aspects of the medical resident involvement including consultation with the residents as needed. The residents will provide documentation to the Health Department Physician Medical Director of the Overdose Reversal

MINUTES

Health Dept. - cont'd

Initiative including the number of naloxone prescriptions written during each session.

APPROVED FOR FUNDS BY FINANCE

UPON MOTION duly made and seconded, the Board approved and authorized execution of the Affiliation Agreement with the Johns Hopkins University, School of Public Health. The President

ABSTAINED.

MINUTESHealth Department - Agreements

The Board is requested to approve and authorize execution of the Continuum of Care Agreements. The period of the Agreement is July 1, 2014 through June 30, 2015, unless otherwise indicated.

1. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$416,765.00**

Account: 4000-427714-3023-599610-603051

The JHU School of Medicine will provide high quality, easily accessible HIV outpatient medical treatment with the Sexually Transmitted Disease Clinic infrastructure. The period of the Agreement is March 1, 2014 through February 28, 2015.

The Agreement is late because of a delay in the allocation of funds to providers.

2. **LIGHT HEALTH AND WELLNESS** **\$ 65,000.00**
COMPREHENSIVE SERVICES, INC.

Account: 4000-499715-3023-294201-603051

Light Health and Wellness, Inc. will subcontract with the Older Women Embracing Life organization to implement the Centers for Disease Control and Prevention evidence-based behavioral intervention program titled "Women Involved in Life Learning from other Women", along with HIV and other infectious disease screening and linkage to care services that target women over fifty years of age.

The Agreement is late because budget revisions delayed processing.

MWBOO GRANTED A WAIVER.

MINUTES

Health Dept. - cont'd

3. **THE MOSAIC GROUP, INC.**

Account: 6000-618115-3080-290700-406001 **\$ 20,000.00**

The organization will work with the Baltimore City Health Department (BCHD) to integrate a substance abuse screening, brief intervention, and referral to treatment process around risky substance use into the work flow at two BCHD Title X clinics.

The BCHD's Bureau of Maternal and Child Health and the B'More for Healthy Babies initiative key priority is to reduce maternal exposure to substance at preconception, during pregnancy, and postpartum. The period of the agreement is January 1, 2015 through September 30, 2015.

The Agreement is late because of a delay in the Department's administrative review process.

4. **THE JOHNS HOPKINS UNIVERSITY (JHU) /** **\$107,179.00**
BLOOMBERG SCHOOL OF PUBLIC HEALTH

Account: 1001-000000-2232-729100-603026

The JHU, Bloomberg School of Public Health's Center for Gun Policy will provide the services of Dr. Daniel Webster who will serve as the administrative and research lead, coordinating the efforts of a group to review homicides that occur between October 1, 2014 and August 31, 2015 in designated neighborhoods in Western, Southwestern, and Northeastern Baltimore City that involve youth 15-24 years of age.

The group reviewing each of these homicides will be comprised of representatives from law enforcement (Baltimore Police Department, State's Attorney for Baltimore City), public health (Baltimore City Health Department) juvenile justice, social service, public schools, behavioral and mental health professionals, local foundations, and selected community based organizations.

MINUTES

Health Dept. - cont'd

These representatives will meet regularly to exchange information regarding youth homicides in targeted communities. The period of the Agreement is September 1, 2014 through August 31, 2015.

The Agreement is late because revisions delayed the processing.

MWBOO GRANTED A WAIVER.

5. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$ 86,190.00**
 SCHOOL OF MEDICINE

Account: 5000-569715-3023-274409-603051

Ryan White State Special funding is provided by the State Department of Health and Mental Hygiene, Infectious Disease and Environmental Health Administration. The Program is administered by the State. The Health Department is responsible for processing provider contracts and payments to vendors only. These funds are considered pass-through to various vendors at the State's request.

The JHU, School of Medicine will focus on a specialized approach to assist transition age population to improve treatment adherence and promote adherence to care during the transition to adult care, as well as the beginning stages of adult care for HIV-infected young adults. The Transition Specialist Provider and Nurse Case Manager will work intensively with clients to facilitate retention in care and adherence to treatment by developing individualized treatment care plans that mitigate identified barriers to treatment and access to care, focusing on strategies to improve health self-management skills for adolescents and young adults transitioning to adult HIV care.

MWBOO GRANTED A WAIVER.

MINUTES

Health Dept. - cont'd

6. **HEALTH CARE FOR THE HOMELESS, INC.** **\$ 68,108.00**

Account: 4000-424515-3023-599660-603051

Health Care for the Homeless, Inc. will provide outreach and engagement services and entitlement assistance to HIV+ persons experiencing homelessness.

MWBOO GRANTED A WAIVER.

7. **THE JOHNS HOPKINS UNIVERSITY (JHU)** **\$200,000.00**

Account: 4000-424514-3023-599608-603051

The JHU, School of Medicine (SOM), AIDS Psychiatry Services (APS) will provide ongoing care for patients currently in treatment and new patients for whom services are not available. Ryan White Part B funding provides support for the JHU/SOM APS to provide comprehensive mental health services for 300 HIV infected patients at one primary care site in the eligible metropolitan area.

MWBOO GRANTED A WAIVER.

8. **THE JOHNS HOPKINS UNIVERSITY** **\$ 65,320.00**

Account: 4000-425615-3023-599614-603051

The Johns Hopkins University, School of Medicine will provide Medical Case Management services to accommodate the increasing number of uninsured and underinsured HIV infected clients, from childhood to age 24 years of age, access needed health and supportive services.

MWBOO GRANTED A WAIVER.

UPON MOTION duly made and seconded, the Board approved and authorized execution of the foregoing agreements. The President **ABSTAINED** on item nos. 1, 4, 5, 7, 8 and 9.

MINUTESHealth Department - Ratify Services and Expenditure of Funds**ACTION REQUESTED OF B/E:**

The Board is requested to ratify services and approve an expenditure of funds to pay HealthNet Aeromedical Services for air ambulance emergency air transportation services.

AMOUNT OF MONEY AND SOURCE:

<u>Amount</u>	<u>From/To Service Medical Facility</u>	<u>Date of Service</u>
\$2,634.00	From: Western Maryland Health System, Cumberland, MD To: West Virginia University Hospital, Morgantown WV	9/17/13
3,576.00	From: Western Maryland Health System, Cumberland, MD To: West Virginia University Hospital, Morgantown WV	11/30/13
2,092.00	From: Garrett Co. Memorial Hospital, Oakland, MD To: West Virginia University Hospital, Morgantown, WV	12/20/13
3,576.00	From: Western Maryland Health System, Cumberland, MD To: West Virginia University Hospital, Morgantown WV	2/19/14
2,092.00	From: Garrett Co. Memorial Hospital, Oakland, MD To: West Virginia University Hospital, Morgantown, WV	3/05/14

MINUTESHealth Department - cont'd

<u>Amount</u>	<u>From/To Service Medical Facility</u>	<u>Date of Service</u>
2,078.00	From: Garrett Co. Memorial Hospital, Oakland, MD To: West Virginia University Hospital, Morgantown, WV	3/06/14
2,092.00	From: Garrett Co. Memorial Hospital, Oakland, MD To: West Virginia University Hospital, Morgantown, WV	3/27/14
<u>2,096.00</u>	From: Garrett Co. Memorial Hospital, Oakland, MD To: Monongalia General Hospital, Morgantown, WV	4/02/14

\$20,236.00 - 5000-524015-3150-271300-603026

BACKGROUND/EXPLANATION

The Maryland State Department of Health and Mental Hygiene (DHMH) administers the Maryland Medical Assistance Transportation Program grant funds. The grant provides funding to the Health Department to contract with air ambulance providers to transport recipients participating in the Maryland Medicaid program when medically necessary. The Department is responsible for reviewing all air transportation medical claims and issuing payments on behalf of the DHMH.

Due to the untimely death of the Field Health Services Program Director, the purchase order/requisition for HealthNet Aero-medical Services was not executed. Medical Air providers are approved as Medicaid providers by the DHMH, at which time they are free to contract with any Medicaid-participating hospitals to provide services.

MINUTESHealth Department - cont'd

The Department and the City of Baltimore have no contractual relationship with, and play no part in, the selection of these providers. The Department reviews claims and acts as a conduit of grant funds, as an agent of the DHMH.

The program intends to have a valid purchase order issued and post ratification of arrears due. The Board's approval to pay the arrears will be attached to the requisition submitted for receipt of continued contractual service. The program apologizes for the oversight in following the City's process.

APPROVED FOR FUNDS BY FINANCE**AUDITS REVIEWED AND HAD NO OBJECTION.**

UPON MOTION duly made and seconded, the Board ratified services and approved the expenditure of funds to pay HealthNet Aeromedical Services for air ambulance emergency air transportation services.

MINUTES**RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS**

* * * * *

On the recommendations of the City agencies

hereinafter named, the Board,

UPON MOTION duly made and seconded,

awarded the formally advertised contracts

listed on the following pages:

775 - 790

to the low bidders meeting the specifications,

or rejected bids on those as indicated

for the reasons stated.

The Board **DEFERRED** item nos. 1 and 2 one week.

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSDept. of Public Works/Office of Eng. & Construction

1. W.C. 1308R, AMI/R Metra Industries, \$3,184,415.00
 Urgent Need Metering Inc.
 Infrastructure Repairs
 and Replacement,
 Various Locations
 (Up to 2" Water
 Service)

MWBOO SET GOALS OF 15% MBE AND 4% WBE.

MBE: JJ Adams Fuel Oil Co., LLC	\$159,220.75	5%
Machado Construction Co.,	318,441.50	10%
Inc.	\$477,662.25	15%

WBE: R&R Contracting Utilities,	\$127,376.60	4%
Inc.		

MWBOO FOUND VENDOR IN COMPLIANCE.2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,101,714.00	9960-906133-9558	
Water Revenue	Constr. Res.	
Bonds	Meter Replacement	
2,101,714.00	" "	
Counties		
\$4,203,428.00		
\$ 318,441.50	-----	9960-910607-9557-2
		Extra Work
318,441.50	-----	9960-910607-9557-3
		Engineering
191,065.00	-----	9960-910607-9557-5
		Inspection

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Dept. of Public Works/Office of Eng. & Construction - cont'd

TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
3,184,415.00	-----	9960-910607-9557-6 Construction
191,065.00	-----	9960-910607-9557-9 Administration
\$4,203,428.00		

The funds are required to cover the cost for the award of WC 1308R, AMI/R Urgent Need Metering Infrastructure Repairs and Replacement, Various Locations (Up to 2" Water Service).

A PROTEST WAS RECEIVED FROM R.E. HARRINGTON PLUMBING & HEATING.

President: "The first item on the non-routine agenda can be found on page 50 items 1 & 2, Department of Public Works, Office of Engineering and Construction, W.C. 1308R, Urgent Need Metering Infrastructure Repairs and Replacement Various Locations and the associated Transfer of Funds. Will the parties please come forward? Good Morning."

Mr. Shapiro: "Morning."

President: "Identify yourself."

Mr. Shapiro: "I am Art Shapiro, Chief of Engineering and Construction presenting contract W.C. 1308R. It's a -- the contract name is for AMI/AMR Urgent Need Metering Infrastructure. The project was advertised November 7, 2014, with bids received December 10, 2014. There were no addenda. The

MINUTES

bids were received from three firms: R.E. Harrington Plumbing for \$2,699,150.00, Metra Industries for \$3,184,415.00 and Spiniello Companies for \$3,463,300.00. The low-bidder -- the apparent low-bidder, R.E. Harrington, had an irregularity in their bid form and it was decided to make a recommendation to award to the second low-bidder uh -- Metra Industries."

President: "You have to talk into the mic."

Mr. Smith: "Thank you very much. Uh -- Good morning. I should be used to this, having sat there. Thank you very much uh -- Mr. Chairman, Mr. Edward Smith, Jr. appearing on behalf of the lowest-bidder in this matter."

City Solicitor: "Mr. Smith, I'm sorry to interrupt. Just to gently um -- remind you that if you haven't already registered as an executive lobbyist uh -- with the Ethics Board on the sixth floor then you need to within a few days."

Mr. Smith: "I thank you very much Mr. Solicitor and will uh -- follow through with that."

City Solicitor: "Nice to see you again."

Mr. Smith: "It's always good to see you, sir. At this time uh -
- we would like to present um -- the owner of R.E. Harrington. Mr. Harrington to give testimony on this matter. Mr. Harrington, oh I'm sorry Monique."

MINUTES

Ms. Smith: "Good morning Board Members. Good morning President, uh -- Mayor, and City Council uh -- my name is S. Monique Smith I am the COO of R.E. Harrington Plumbing and Heating um -- and we present today um -- water con -- I'm sorry this water contract that we bid where there was uh -- an error made. Um, and it went through the process. To my knowledge, we have about 95% of the WBE and MBE's who had worked and agreed to work on this contract um-- with us at the time. They are present today. Um - basically this process is something that goes on forever and a day, when it comes to bidding. We actually reach out to the MBEs and the WBEs so we are familiar with the process, but we will never be perfect. Um -- The goal is to follow the rules as best to our ability and adhere to them. In this particular case, every single MBE and WBE that we partnered with had already submitted uh -- recommended the work that they wanted to do and their rates that they wanted to work under. Um -- It was our goal and we always super exceeded what we have done with the MBEs and WBEs on the contractors to bring them in under those numbers. So, when the error was made we quickly identified it and I actually presented the information to all of the heads across the board just to have it reviewed. So, basically at this time we're looking to reflect that because it's not a perfect world and it's a tedious process that will forever go on, um --

MINUTES

the competitor too had made an error um -- similar too. So, at this stage - so, when you're looking for the lowest responsible bidder um -- we still are the lowest responsive bidder and the attorney has been presented with documentation which will reflect that. Also on behalf R.E. Harrington, the attorney submitted a protest and we did too, and the details are attached."

President: "Madam Mayor."

Mayor: "If I may. Did you have -- is there another presentation?"

Mr. Jones: "Yes, there is."

Mayor: Okay, I don't mind waiting until they are done."

Mr. Jones: "Good morning, Madam Mayor, President and other members of the Board. I am Pless B. Jones Sr., I'm the President of Maryland Minority Contractors Association. I am here representing one of my members, uh -- Robert Harrington, he's a good, upstanding member with the association and I just want to -- the error which they are speaking of is that on the MBE form there was some White-out put on the MBE that wasn't initialed. Uh, nothing changes for the dollar value, the MBE are still getting the dollar they are expecting and they are here to attest to that. And the same thing happened on a contract probably about a year and a half ago. Uh -- Contract 8-77,

MINUTES

Archer Western and the same exact thing happened and this Board awarded the contract. So, I would ask this Board --"

Mayor: "I'm sorry, can you give us the contract number again?"

Mr. Jones: "8-7-7."

Mayor: "And was it -- it was uh --"

Mr. Jones: "It was Back River Archer Western contract"

Mr. Smith: "8/14/2013 Sanitary Contract for Back Water"

City Solicitor: "And when you say the same thing happened in that instance, could you describe what happened in that instance?"

Mr. Jones: "There was some Wite-out put on uh -- a number and it wasn't initialed. There were no initials put beside it."

City Solicitor: "And was that question or issue raised before the Board?"

Mr. Jones: "Yes, I was here and um -- I think the Board waived that, which they have the right to do."

City Solicitor: "Are you quite certain that was specifically raised to the Board and the Board addressed the White-Out?"

Mr. Jones: "Yes, yes, yes, yes."

Director of Public Works: "May I ask a question? Did you bring this point up to us for today's contract in advance, so we can do the research as you are claiming now? Or are you just bringing it up now?"

MINUTES

Mr. Smith: "No, the, the protest that was made by the COO was to that point. Because that--"

Director of Public Works: "No, I am talking about the 8-77."

Mayor: "Talk into the mic sir."

Mr. Smith: "The protest that the COO made, the COO made a protest as well and that issue has been raised."

Director of Public Works: "I'm speaking for the specific S.C. 8-7-7 the specific incident that you bring up to us today. Was that brought up in this letter? No, I don't see that."

Mr. Smith: "It's not in the letter but, certainly it's a part of the Board's record."

Director of Public Works: "I understand but, we need time to research and so on that. Right -- You don't expect us to respond to that?"

Mr. Smith: "We expect just to present the issue to the Board for their consideration and we are sure that you would make the appropriate disposition."

Director of Public Works: "Okay."

City Solicitor: "It would be in the future and now, it would be better -- it would have been better had you brought that prior into our attention in the written protest, so that we could have done that research and be prepared to deal with it. As you asked

MINUTES

us to now, but because we are only hearing about this now it makes it difficult for us to give weight to your argument."

Mr. Smith: "Yes, we understand that, but it really deals with Mr. Solicitor to the impact of the situation as to whether or not it was a de minimis error or it's an error of um -- such magnitude that there should be a concern and therefore disqualification. So, we thought it would be in the best interest of the MBE/WBE to this uh -- make this clear as a precedent as to whether or not this has impact."

City Solicitor: "You do understand that, that in terms of prior action by the Board when this -- when the issue has been raised about changes being made on the Statement of Intent and the pages and the changes not being initialed the Board has consistently and on many occasions rejected those bids for that very reason."

Mr. Smith: "We are familiar --"

Comptroller: "Can I?"

City Solicitor: "So, you're and you are familiar with that fact, that historical fact. What you're saying now that there was this one occasion in 2013 when the issue was White-out and the Board did not reject that particular bid, per your recollection."

Mr. Jones: "Yes."

MINUTES

Comptroller: "I have a question. Is it time sensitive? Is there enough time for us to take a look at this or is it time sensitive?"

Ms. Schevitz: "I don't know about the contract and I cannot speak to what issues they are speaking about a prior contract. I can tell you that the Statement of Intent--"

City Solicitor: "You need to introduce yourself-- I am sorry, you need to introduce yourself by name."

Ms. Schevitz: "is very clear as far as any changes. --"

Ms. Schevitz: "Oh, I'm sorry. Pam Schevitz, Minority -- Minority and Women's Business Opportunity Office. Um - We reviewed the bid of R.E. Harrington Plumbing and we found that there was White-out and there was changes on the Statement of Intent and MWBOO has been consistent as far as any changes on the Statement of Intent forms have to be initialed by both parties. It is very clearly stated on all of the Statement of Intent forms that's why the bid was determined non-compliant. I can't speak to that particular contract or the conditions that were on that contract."

Mayor: "Can I? If I may? Can anyone speak to the urgency of uh -- this contract or do we have a week to look into it?"

Mr. Shapiro: "My name is Art Shapiro of O.E.C. This is um - we've bid this contract specifically several times already."

MINUTES

Mayor: "Yes, I just need to know if we can look - we have a week to look at it. That's all I need to know."

Mr. Shapiro: "I think we have a week to -- to look at it."

City Solicitor: "Is there anything else you'd like to say on your - on your protest now while we're here?"

Mr. Smith: Well, obviously Mr. Solicitor there has been a situation on the protest where the next lowest bidder had a problem with its presentation to the Board.

City Solicitor: "Would you like to elaborate on what that problem was?"

President: "Can you talk into the mic' please?"

Mr. Smith: "The COO will elaborate on that."

Ms. Smith: "Yes, as I mentioned before with the documentation that you requested it, it is attached. Once it goes to the MBE/WBE Board, one of the vendors J & J Adams is a supplier um - and there is a ordinance that reflects that you cannot supersede the dollar amount of 25% of the MBE participation. Now, by all means as a small business and MBE I'm definitely in favor of overpaying any subcontractor or an MBE, but in this case the violation actually occurred because again you cannot pay more than 15% of the 25% allowed amount and my calculations are in the copy of the uh -- protest that I submitted. So, that documentation reflects it there, and it wasn't caught when it

MINUTES

went through the MBE/WBE process. So, again when you're looking at two contractors that bid; one person made an error, another person made an error. At the end of the day we're back at the same gate, which would truly reflect that the lowest responsive bidder saving the City close to a half million dollars (\$500,000.00) in this case. Uh -- It would kind of behoove us to support. I'm not looking for kind a recommendation in that favor. So, again don't get me wrong, I overpay my MBEs and WBEs but when you look at the incidence that actually occurred the documents are there to support it."

City Solicitor: "This is in light of the Adams."

Ms. Smith: "Yes, sir."

City Solicitor: "Ms. Schevitz would you like to address the issue?"

Ms. Schevitz: "Yes. We reviewed the bid of Metra Industries as well and we determined them to be compliant with the 15 and 4% MBE and WBE goal and the reason is we considered the participation of J & J Adams to be a service uh -- a services contract on this particular contract so; therefore, that 25% limit does not apply."

Ms. Smith: "Then in that case that would have gave me the opportunity to know something like that. That's an internal

MINUTES

piece that I wasn't aware of that would have gave me the opportunity to overpay the subs, but I understand."

Ms. Schevitz: "I wouldn't consider that overpaying the subs, but it's a different rule that is applicable."

President: "Well, is there a Motion to defer?"

City Solicitor: "Yes, I would move that we deny that part of the protest that relates to the Adams firm and Metra Industries and that we um -- defer ruling on the protest with regard to the altered Statement of Intent for one week while we review the records of the transaction you referred to in August of '13 and that then when we return next week, the discussion will be limited entirely and solely to that alteration and that prior precedent and what import it has for today."

President: "Okay."

Mayor: "Let me just -- Can, I would feel more comfortable, if you say it was on the issue and not entirely if something else comes up. I would prefer that they bring it up so we can deal with it in this week."

City Solicitor: "If anything comes up besides that one issue of the whited out Statement of Intent, you need to direct a writing to the Board to -- that gets here well in advance of next week's hearing."

MINUTES

Mr. Smith: "Mr. Solicitor um -- and Mr. Chairman let me ask you whether or not that because we do have all of the subs here in support obviously of our bid will it be necessary to bring them back or will you take somewhat notice that they were here and that they are in support?"

City Solicitor: "Well, if you just want to identify the subs who are here that we haven't heard from yet we can -- that can be part of the record today."

Mr. Smith: "Thank you very much. Then I shall do so. We have um P & J - P & J Contracting, we have uh - Kim Engineering, I'm sorry Kim is not here, we have then Colby LLC, Riviera Enterprises, Economic International, K. L. Phillips Trucking, we have L-E-T-K-E Security Contractors, and Charles Tillman Paving. They're all here."

City Solicitor: "So, they are all sub-contractors who would like us to rule in Harrington's favor on this matter?"

Mr. Smith: "That is correct. They would say that there is no substantial changes in the amount that they anticipated receiving as a result of the contract. Uh -- and what has been done is consistent with their procedures uh -- in applying as MBEs."

President: "Okay. Will the subs stand up if they're here?"

City Solicitor: "That's it."

MINUTES

Mayor: "Thank you. There's a motion on the floor."

President: "Is there a second?"

Mr. DePonte: "Can I --"

Director of Public Works: "Second."

President: "All those in --"

Mr. DePonte: "Honorable Mayor, Mr. President I'm the Vice President of Metra Industries."

Comptroller: "State your Name."

Mr. DePonte: "Robert DePonte, Vice-President of Metra Industries uh --"

Mayor: "Before you start talking. I -- I just want you to make sure you understand the motion on the floor would dismiss the protest against your company. Are you sure you want to continue to talk?"

Mr. DePonte: "I understand. I just wanted to mention that um -- I wanted to know when the protest came in and I wasn't afforded the opportunity to bring counsel?"

Mayor: "Do you understand again that the protest has been denied?"

City Solicitor: "In regard to your bid so, your bid is upheld as a compliant bid and the only issue that will come -- that's before us now that will come back next week is the claim of Harrington that their bid should not be disallowed."

MINUTES

Mr. DePonte: "Yes."

City Solicitor: "And you're welcome to come back with counsel to participate in the proceedings on that issue, the Harrington bid next week."

Mr. DePonte: "Yes, Thank you."

City Solicitor: "Okay."

Mr. DePonte: "Thank you."

President: "There is a motion that is seconded. All those in favor say AYE. All opposed NAY. The motion carries. You have something?"

Mr. Smith: "May I be excused?"

Mayor: "We're done."

City Solicitor: "We're done."

* * * * *



Plumbing and Heating Co., Inc.
300 W 23rd Street, Baltimore, Maryland 21211
410-466-4800 · 24 Hour Service · Fax: 410-466-0700

VIA HAND DELIVERY

Ms. Harriet Taylor, Deputy Comptroller / Secretary
Baltimore City Board of Estimates - City Hall
100 N. Holliday Street, Suite 204
Baltimore, Maryland 21202

March 17, 2015

Clerk to the Board of Estimates
Board of Estimates
Room 204, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Director Rudolph S. Chow
City of Baltimore
Department of Public Works
Abel Wolman Municipal Building, 6th Floor
200 N. Holliday Street
Baltimore, Maryland 21202

Minority & Women's Business Opportunity Office
Room 101, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Solicitation No.: Water Contract No. WC1308R
Project: Meter Setting Installations and Water Main
Replacements at Various Locations,
BID PROTEST --

To the Honorable Members:

The lowest bid for the above referenced contract (the "Contract") was submitted by my company, R.E. Harrington Plumbing and Heating Co., Inc. ("Harrington"). Our bid was \$2,699,150, **\$485,364 less** than the bid of the next lowest bidder, Metra Industries ("Metra"). Metra maintains that the contract should be awarded to it because our bid supposedly contains altered prices on some of our MBE participation forms without the changes being initialed by the MBE's. Bearing in mind that we are a certified minority business enterprise in addition to being the low bidder, the contract should be awarded to us in order to achieve the true purposes of the MBE program.

In no event should you consider Metra's bid in compliance because it allocated \$159,220.75 to a non-manufacturing MBE supplier, J&J Adams Fuel ("Adams"), when only \$31,844.15 (15% of the total MBE commitment) was allowed. ((**DETAILS within letter sent and STAMPED received dated January 13, 2015 – Copy Attached**)) We believe that this Honorable Board has consistently held that where both of two or more eligible bidders have failed to demonstrate MBE compliance you will award to the low bidder on the condition that the deficiency be corrected, which we are willing to do if you find we were non-compliant. Also, even if we did change the amounts on our forms we did not change the unit prices submitted by our subs and so there was no need to have anything initialed.

I need this work and I urge you award this contract to my company because we are a responsible bidder and we submitted the lowest responsive bid.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "R. E. Harrington", with a long horizontal flourish extending to the right.

R. E. Harrington, President

AGENDA

BOARD OF ESTIMATES

03/18/2015

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONS

Department of Public Works/Office of Eng. and Construc.

1. W.C. 1308R, AMI/R Metra Industries, \$3,184,415.00
 Urgent Need Metering Inc.
 Infrastructure Repairs
 and Replacement,
 Various Locations
 (Up to 2" Water
 Service)

MWBOO SET GOALS OF 15% MBE AND 4% WBE.

MBE: JJ Adams Fuel Oil Co., LLC	\$159,220.75	5%
Machado Construction Co.,	318,441.50	10%
Inc.	\$477,662.25	15%
 WBE: R&R Contracting Utilities,	 \$127,376.60	 4%
Inc.		

MWBOO FOUND VENDOR IN COMPLIANCE.

2. TRANSFER OF FUNDS

<u>AMOUNT</u>	<u>FROM ACCOUNT/S</u>	<u>TO ACCOUNT/S</u>
\$2,101,714.00	9960-906133-9558	
Water Revenue	Constr. Res.	
Bonds	Meter Replacement	
2,101,714.00	" "	
Counties		
\$4,203,428.00		
 \$ 318,441.50	-----	9960-910607-9557-2
		Extra Work
318,441.50	-----	9960-910607-9557-3
		Engineering
191,065.00	-----	9960-910607-9557-5
		Inspection

3,184,415.00 *
 4.00 %
 127,376.60 *

AGENDA

127,376.60 * **ITEMATES**

03/18/2015

25.00 %

IONS FOR CONTRACT AWARDS/REJECTIONS

31,844.15 *

of Public Works/Office of Eng. and Construc.

0.0000

308R, AMI/R Metra Industries, \$3,184,415.00
 Need Metering Inc.
 tructure Repairs
 placement,
 s Locations

3,184,415.00 * 2" Water
 4.00 % e)

127,376.60 *

SET GOALS OF 15% MBE AND 4% WBE.

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		Inspection



Plumbing and Heating Co., Inc.
300 W 23rd Street, Baltimore, Maryland 21211
410-466-4800 · 24 Hour Service · Fax: 410-466-0700

January 13, 2015

City of Baltimore Board of Estimates
Mayor Stephanie Rawlings- Blake
City Hall, Room 250
100 North Holliday Street
Baltimore, Maryland 21202

Mr. Rudolph S. Chow, Director
Bureau of Water and Wastewater
Department of Public Works
600 Abel Wolman Municipal Building
Baltimore, Maryland 21202

Attn: Tara Huston-Burgee
Department of Public Works,
Contract Administration
200 N. Holliday Street, Room 1105
Baltimore, Maryland 21202

Thomas Corey, Chief
Minority & Women's
Business Opportunity Office
100 N. Holiday St., Rm 101
Baltimore, MD 21202

Re: City of Baltimore, Dept. of Public Works, Water Contract: 1307R; 1308R; 1309R, 1310R
Contest of Submitted Bid and/or Request for Award of Contract

Dear Sirs/Madams and Honorable Members of the Board of Estimates:

R.E. Harrington Plumbing and Heating, Inc. ("REH"), 300 W. 23rd Street, Baltimore, Maryland 21211, the apparent low bidder on the above-referenced contracts (the "Contract"). submitted its bid (the "Bid") on or about December 17, 2014 and December 31, 2014. The primary purpose of this letter is to serve as a formal request for the City of Baltimore officials to review the suggested next low bidder, Metra Industries, Inc. on the Contracts as non-compliance to City of Baltimore (the "City") bidding procedures.

Relevant Facts

I. REH's Bid

Following receipt of the City's invitation for bids for the Contract, timely submitted our Bids for the total proposed contract prices of WC 1307R-\$2,699,150.00, WC 1308R- \$2,699,150.00, WC 1309R-\$5,247,075.00 and WC 1310R-\$5,247,075.00. Upon the unsealing of all submitted bids, the City represented to my client on or about December 17, 2014 and December 21, 2014, that REH was the apparent low

bidder. According to my client's records, the lowest bidders are as listed below:

WC#1307R

R.E.Harrington Plumbing & Heating	\$2,699,150.00
Metra Industries, Inc.	\$3,324,915.00

WC#1308R

R.E.Harrington Plumbing & Heating	\$2,699,150.00
Metra Industries, Inc.	\$3,184,514.00

WC#1309R

R.E.Harrington Plumbing & Heating	\$5,247,075.00
Metra Industries, Inc.	\$6,297,600.00

WC#1310R

R.E.Harrington Plumbing & Heating	\$5,247,075.00
Metra Industries, Inc.	\$6,579,450.00

Metra Industries, Inc. Bid included a MBE Supplier/proposed minority business enterprise ("MBE") subcontractors, that breached the contract per the requirements of Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) – Minority and Women's Business Program with each of the PART B: MBE/WBE and PRIME Contractor's Statement of Intent as listed below:

WC 1307R MBE 15% - Supplier			Maximum Allowed
J & J Adams Fuel - Diesel	5.0%	\$166,245.75	** \$124,684.31

WC 1308R MBE 15% - Supplier			Maximum Allowed
J & J Adams Fuel - Diesel	5.0%	\$159,220.75	** \$119,415.56

WC 1309R MBE 15% – Supplier			Maximum Allowed
J & J Adams Fuel - Diesel	4.0%	\$263,178.00	** \$236,1600.38

WC 1310R MBE 15% - Supplier			Maximum Allowed
J & J Adams Fuel - Diesel	4.0%	\$263,178.00	** \$246,729.38.

**** The MBE percentage of a *supplier is calculated as ONLY 25% of the MBE's required 15% participation goals* of each Bid. The above grids reflects it breached Baltimore City's MBE/WBE Article 5, Subtitle 28 Code on all four submitted contract books with the City of Baltimore Minority and Women's Business Opportunity Office **Marked as Exhibit A.****

Also, after further review of Metra Industries, Inc. Bid Contract Booklet, REH discovered- that the submitted

MBE AND WBE PARTICIPATION AFFIDAVIT

I, the undersigned, being duly sworn, depose and say that I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above.

MBE and WBE participation is required by the City of Baltimore for all contracts exceeding \$100,000.

whereas:

My firm, Metra Industries, Inc., is a minority-owned business enterprise (MBE) and a woman-owned business enterprise (WBE) as defined by the City of Baltimore. I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above.

I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above.

I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above.

I am the owner of the business of the bidder named above and that I am the owner of the business of the bidder named above.

I do solemnly swear and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct in the best of my knowledge, information and belief.

Metra Industries
Contract/Company Name
50 Muller Place

Little Falls, NJ 07424
Address

Signature: Stephen P. Dinslaken

Bidders Authorized Representative
Print Name and Title

Sworn and subscribed before me this 10 day of December in the year 2010

Signature: [Signature]

Major Items: Only 25% of each contract goal may be attained by expenditures to MBE or WBEs that are non-manufacturing suppliers. If the bid amount is \$100,000 and the MBE or WBE goal is 15%, or 15,000, then the MBE or WBE suppliers that are non-manufacturing suppliers may only be 3,750 or 25% of the 15,000.

Joint Ventures

When the owner awards the contract, the portion of an expenditure to a joint venture that is the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, and to be bound to the ownership, control, and management of the joint venture. (Art. 5, 528-33)

Insurance Companies and Travel Agents

Order may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, 528)

Financial Institutions

Order may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, 528-39)

PART C. MBE/WBE PARTICIPATION AFFIDAVIT

The undersigned authorized representative of Contractor does hereby acknowledge the following: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program and understands the MBE goal of 15 % and the WBE goal of 1 % for the contract shown on the face of this page. Contractor has agreed to the following participation:

MBE: 98.93725 % and WBE: 13.97860 % of the contract amount.
 which is \$ 281,815.00

The Contractor has made good faith effort to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Section 28 of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to completion of a notice to proceed.

I understand that if awarded the contract, my firm must submit to the MWBOO completed checklists and any other documents, forms and reports required by MWBOO and a quarterly report, certifying payments to the MBE and WBE firms utilized on this contract.

I understand that if I am awarded this contract and I am unable to utilize the MBEs or WBEs outlined in my Statements of Intent, I must substitute other certified MBE and WBE firms to achieve the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, I am prohibited from the City of Baltimore to any examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Metra Industries
 Church & Company, Inc.
 50 Manor Place
 Little Falls, NJ 07643

Stephan P. DiStefano
 Bidder's Authorized Representative
 Date: 12/10/10

Signed and subscribed before me this 10 day of December, 2010.

My commission expires
 5 Jan 2014

WC 1308R

Exhibit A

3,184,415.00 x

15. %

477,662.25 *

477,662.25 x

25. %

119,415.56 *

FUSION CONSULTING

Diesel Fuel

159,220.75

5.00

428,204.00

11/2/2011

PART I - MINOR PARTICIPATION AFFIDAVIT

The undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE program. Contractor acknowledges that MBE goal is 15 % and the WBE goal of 3 % for the contract shown at the top of this page. Contractor has agreed the following participation:

and \$ 677,662.05 % and WBE \$ 27,766.00 % of the total contract amount which is \$ 3,187,445.00

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 3, Subtitle 22 of the Baltimore City Code (2001 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm must submit to the MWBOO canceled checks and any other documentation and reports required by MWBOO on a quarterly basis verifying payments to the MBE and WBE firms utilized on the contract.

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may do make a substitution if I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of this foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Metra Industries
Company, Contractor Name
50 Miller Place
Little Falls, NJ 07643
Address

Signature: Stephen C. DiStasio
Bidder Authorized Representative
Print Name and Title

Sworn and subscribed before me this 10 day of December, 2013

Signature: [Signature]
Notary Public
Baltimore, MD
My Commission Expires June 2019

WATER CONTRACT (1981)

Non-Manufacturers. Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers.

Example. If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000, then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

4E. Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE that is a member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture (Art. 5, §28.33).

4F. Insurance Companies and Travel Agents

A bidder may count toward the contract goals only 15% of its expenditure to a MBE or WBE insurance company or travel agent. (Art. 5, §28)

4G. Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

WC1309R

6,297,600.00 x

15.00 %

944,640.00 x

944,640.00 x

25.00 %

236,160.00 x

MBE/WBE AND PRIME CONTRACTOR
STATEMENT OF INTENT

Exhibit A

ONE COPY FOR EACH MBE AND WBE NAMED IN THIS BID.
(Make additional copies of this form as needed.)

MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH
ON PAID TO SECTIONS 2, 4a, AND 6c.

Name of MBE or WBE (Circle one): JJ Adams Fuel Oil Co., LLC

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
Diesel Fuel

Materials/Supplies to be furnished by MBE or WBE:
Diesel Fuel

Subcontract Amount: \$ 263,178.00

(If this is a requirements contract, the subcontract amount may be omitted, however, the subcontract percentage must be included.)

Subcontract percentage of total contract: 4 %

(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American	...	%	Asian American	...	%
Hispanic American	...	%	Native American	...	%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (REQUIRED)

Signature of MBE or WBE (REQUIRED)

12-23-14

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

THE FIRST PART OF THE BOOK IS A HISTORY OF THE
CITY OF NEW YORK FROM THE FIRST SETTLEMENT
IN 1624 TO THE PRESENT TIME. THE SECOND PART
IS A HISTORY OF THE STATE OF NEW YORK FROM
THE FIRST SETTLEMENT IN 1614 TO THE PRESENT
TIME.

THE THIRD PART IS A HISTORY OF THE
CITY OF NEW YORK FROM THE FIRST SETTLEMENT
IN 1624 TO THE PRESENT TIME. THE FOURTH
PART IS A HISTORY OF THE STATE OF NEW YORK
FROM THE FIRST SETTLEMENT IN 1614 TO THE
PRESENT TIME. THE FIFTH PART IS A HISTORY
OF THE CITY OF NEW YORK FROM THE FIRST
SETTLEMENT IN 1624 TO THE PRESENT TIME.

THE SIXTH PART IS A HISTORY OF THE
CITY OF NEW YORK FROM THE FIRST SETTLEMENT
IN 1624 TO THE PRESENT TIME. THE SEVENTH
PART IS A HISTORY OF THE STATE OF NEW YORK
FROM THE FIRST SETTLEMENT IN 1614 TO THE
PRESENT TIME. THE EIGHTH PART IS A HISTORY
OF THE CITY OF NEW YORK FROM THE FIRST
SETTLEMENT IN 1624 TO THE PRESENT TIME.

THE NINTH PART IS A HISTORY OF THE
CITY OF NEW YORK FROM THE FIRST SETTLEMENT
IN 1624 TO THE PRESENT TIME. THE TENTH
PART IS A HISTORY OF THE STATE OF NEW YORK
FROM THE FIRST SETTLEMENT IN 1614 TO THE
PRESENT TIME. THE ELEVENTH PART IS A HISTORY
OF THE CITY OF NEW YORK FROM THE FIRST
SETTLEMENT IN 1624 TO THE PRESENT TIME.

WC 1310R

C

Exhibit A

6,579,450. x

15. %

986,917.50 *

986,917.50 x

25. %

246,729.38 *

MAJOR CONTRACT NO. 1000
PART B: MBE AND WBE CONTRACTORS
STATEMENT OF INTENT

FILE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID.
(Also attached to the bid envelope.)

INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM WITH
AN ATTENTION PAID TO SECTIONS 2, 6A AND 6B.

The Contractor: Adams Fuel Oil Co., LLC

Do: Adams Fuel Oil Co., LLC

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:
Diesel Fuel

Material/Supplies to be furnished by MBE or WBE:
Diesel Fuel

Subcontract Amount: \$ 986,917.50 (If this is correct, the amount of the
subcontract amount may be different, however, the subcontract procedure must be initiated.)

Subcontract percentage of total contract: 15.00 %

(If MBE sub-goals apply, please indicate the sub-goal covered by this
Statement of Intent.)

African American: 0 % Asian American: 0 %

Hispanic American: 0 % Native American: 0 %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the
work/service indicated above for the dollar amount and percentage indicated, to meet the MBE and WBE
participation goals, subject to the prime contractor's execution of a contract with the City of Baltimore.
The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and
Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor (MBE or WBE):

Kenneth Calawa

Signature of MBE or WBE (Required):

Date:

12-23-14

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

REV 9/2013

B-2

WC13108

WATERLOO TRAIL 1400

PART V. MINORITY PARTICIPATION AFFIDAVIT

The undersigned authorized representative of Contractor does hereby make the following Affidavit. Contractor has read the Bidder Information and Instructions regarding the MWBE and Minority Contract or subcontracts, the MWBE goal of 15% and the WBE goal of 5% in the contract shown at the top of this page. Contractor has received the following participation:

MWBE'S: 15% of 15% = 2.25% WBE'S: 5% of 15% = 0.75% of the total contract amount which is \$1,125,000.

My firm has made good faith efforts to achieve the MWBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women's Business Opportunity Office (MWBOO) copies of all material agreements with the MWBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 1, Subtitle 2, of the Baltimore City Code (2007 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm will submit to the MWBOO all the MWBE and WBE firm documentation and reports required by MWBOO on a quarterly basis, including payments to the MWBE and WBE firms utilized on the contract.

I understand that, if I am awarded this contract and I find that I am unable to achieve the MWBE and WBE goals identified in my Statements of Intent, I must submit other certified MWBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of MWBOO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such examination is relevant to a determination of whether my firm is complying with the MWBE and WBE participation requirements of this contract.

I do solemnly declare and affirm, under the penalty of perjury, that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Melvin L. Dotson
Contractor Company Name

10000 Greenway Drive
Address

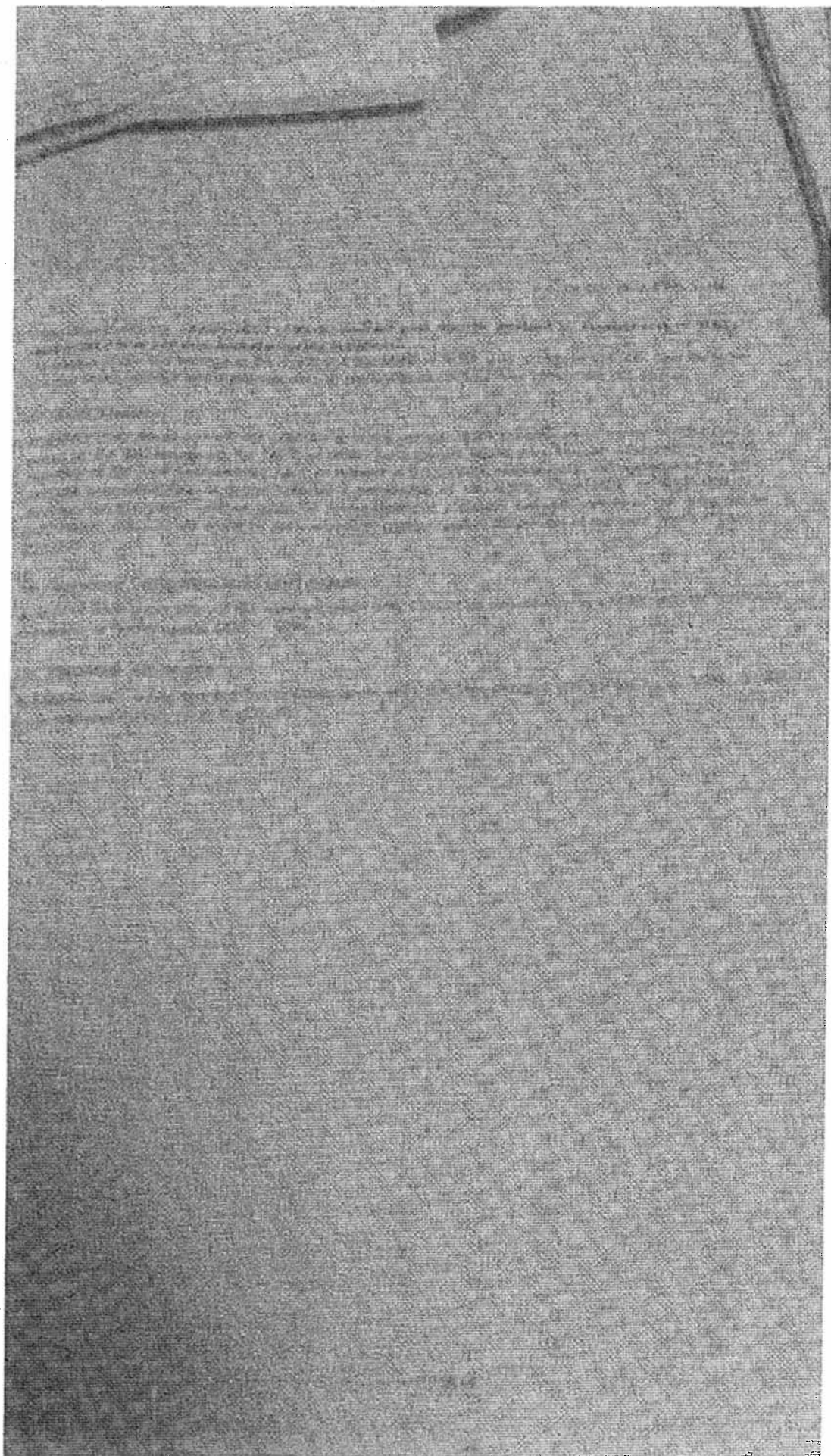
Signature: Stephen P. Decker
Bidder Authorized Representative
Print Name and Title

Sworn and subscribed before me this 27th day of December, in the year 2007.

Signature: [Signature]
Notary

Page 2 of 2

By: [Signature]
My Commission Expires: 12/31/2008



24/7/14

[illegible]

THE BID OR PROPOSAL

1841 Enc. December 17, 1841

DUPLICATE

Certified Check or Bank Cashiers Check or Cash Treasurers Check or Bid Bond Equal to 4.00 Percent (4%) of the Total Bid Submitted.

Days of Completion 240 Consecutive Calendar Days

Liquidated Damages: N/A - per Calendar day

Made this 12 day of June 1914

ISSN 0013-788X

(Address)

The Bidder shall sign below to signify the following:

1 We have received Addendum Nos
for this Contract.

To The Board of Estimates of Baltimore City

I, John J. Russell, of the County of San Diego, State of California, do hereby certify that I am the undersigned Contractor, have familiarized myself with the Requirements and Stipulations of the Contract Documents, and the site of the proposed work, and fully understand and appreciate the extent and character of the work to be done under the Contract.

Exhibit
B

The undersigned authorized representative of the Contractor has read the Bidder Information and understands the terms and conditions of the contract shown at the top of this page. The contract is for the construction of the [illegible] project, which is \$6,574,450.00 and with a [illegible] period of [illegible] months.

Exhibit B

My firm has made good faith efforts to achieve the MBE and WBE participation goals set forth in the contract. I understand that if awarded the contract, my firm will be required to submit a plan of action to the Business Opportunity Office (BBOO) for approval. All expenditures for MBE and WBE participation being utilized to achieve the participation goals set forth in the contract will be subject to the Baltimore City Code (2007 Edition). I understand that the BBOO will issue a notice to proceed upon the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm will be required to submit a plan of action to the BBOO and any other documentation and reports required by the BBOO. I understand that the BBOO will issue a notice to proceed upon the issuance of a notice to proceed.

I understand that, if I am awarded this contract and I find that I am unable to meet the MBE and WBE participation goals identified in my Statements of Intent, I must submit a written request to the BBOO for approval to meet the participation goals. I understand that I may not make a request for approval without the written approval of MWOBO.

I understand that, if awarded this contract, authorized representatives of the City of Baltimore may examine, from time to time, the books, records and files of my firm to the extent that such examination is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Metra Industries
Contractor Company Name

50 Muller Place, Little Ferry, NJ 07643
Address

[Signature]
Authorized Representative
Print Name and Title

Sworn and subscribed before me this 24 day of March, 2013.

[Signature]
Notary Public
Baltimore, Maryland
5 June

MINUTES

RECOMMENDATIONS FOR CONTRACT AWARDS/REJECTIONSBureau of Purchases

3. B50003937, Fuel and Lube Truck Beltway International, \$235,545.00
LLC

(Department of
General Services)

MWBOO GRANTED A WAIVER.

MINUTES**TRAVEL REQUESTS**

<u>Name</u>	<u>To Attend</u>	<u>Funds</u>	<u>Amount</u>
<u>Police Department</u>			
1. Kevin F. Davis	31 st International Symposium on Child Abuse Huntsville, AL Mar. 23 - 26, 2015	Asset Forfeiture	\$ 927.20

The registration fee of \$519.00 was paid by the Baltimore Child Abuse Center.

Health Department

2. Courtney Pate	Contraceptive Technology Conf. Boston, MA Mar. 24 - 28, 2015	Family Planning Special Needs	\$1,837.90
------------------	---	--	------------

The airfare in the amount of \$140.20 was prepaid on a City-issued credit card assigned to Ms. Jacquelyn Duval-Harvey. The registration fee in the amount of \$550.00 was prepaid on EA000159655. The amount to be disbursed to Ms. Pate is \$1,147.70.

RETROACTIVE TRAVEL APPROVAL

3. Katey Mote	Mobilizing for Action through Planning and Partner- ship (MAPP) Oakland, CA Jan. 9 - 14, 2015	General Funds	\$ 937.18
---------------	--	------------------	-----------

On January 9 - 14, 2015, Ms. Mote traveled to Oakland, CA to attend the MAPP Conference held on January 12 - 13, 2015. The subsistence rate for this location is \$185.00. The additional two days (Jan. 9-10, 2015) were at her own expense.

MINUTES**TRAVEL REQUESTS** - cont'd**TRAVEL APPROVAL**

The airfare in the amount of \$368.70 was prepaid on a City-issued credit card assigned to Jacquelyn Duval-Harvey.

The conference began on Monday, January 12, 2015 and ended on January 13, 2015. Because of the time difference, Ms. Mote requested one additional night stay and returned on January 14, 2015. Therefore, Ms. Mote will be reimbursed \$568.48.

TRAVEL REIMBURSEMENT

\$379.75	- Hotel (@\$126.54 x 3)
53.13	- Hotel Taxes (@\$17.71 x 3)
20.86	- Taxi
<u>114.87</u>	- Meals
\$568.48	

Employees' Retirement System (ERS)

4. Roselyn H. Spencer	African Private	Special	\$5,559.80
	Equity and Venture	Funds	
	Capital Association	ERS	
	London, UK		
	Apr. 26 - May 2, 2015		
	(Reg. Fee \$0.00)		

The proposed subsistence for this location is \$503.48 for the hotel, plus hotel taxes of \$100.70 and \$150.00 per day for six days for incidentals and meals and the length of the return travel and time zone difference on the sixth day. The representative believes the daily allowance of \$754.18 to be both reasonable and economical.

AM 240-5 provides that for travel outside the continental United States, each City representative must include a proposed amount for a daily subsistence allowance on the travel request which the representative believes to be both reasonable and economical.

MINUTES**TRAVEL REQUESTS** - cont'dERS - cont'd

The Board of Estimates will determine the final monetary amount of the daily subsistence allowance and stipulate the rate in its approval.

The Board, UPON MOTION duly made and seconded, approved the foregoing travel requests, retroactive travel approval, travel approval, and travel reimbursements. The Comptroller **ABSTAINED** on item no.4.

MINUTES

PERSONNEL MATTERS

* * * * *

UPON MOTION duly made and seconded,

the Board approved

all of the Personnel matters

listed on the following pages:

795 - 801

All of the Personnel matters have been approved

by the EXPENDITURE CONTROL COMMITTEE.

All of the contracts have been approved

by the Law Department

as to form and legal sufficiency.

The President **ABSTAINED** on item nos. 1 and 2.

MINUTES**PERSONNEL**Police Department

1. Create the following six new classifications and salary grades:
-

Classification: Police Captain
Job Code: 10277
Grade: 83P (\$110,600.00)

Classification: Police Major
Job Code: 10278
Grade: 84P (\$116,900.00)

Classification: Police Lieutenant Colonel
Job Code: 10279
Grade: 85P (\$123,100.00)

Classification: Police Colonel
Job Code: 10280
Grade: 86P (\$130,400.00)

Classification: Deputy Police Commissioner
Job Code: 10281
Grade: 88P (\$146,100.00)

Classification: Police Commissioner
Job Code: 10282
Grade: 89P (\$180,000.00 - \$230,000.00)

2. Reclassify the following 53 positions:

Position Nos.: 19138, 19136, 16732, 16740, 16737, 19073,
18843, 16752, 47241, 19321, 16738, 18981,
47247, 47149, 47826, 47243, 47814, 47248,
19125, and 35596

From: Police Command Staff I
Job Code: 01609
Grade: 931 (\$68,200.00 - \$109,100.00)

MINUTES

PERSONNELPolice Department - cont'd

To: Police Captain
Job Code: 10277
Grade: 83P (\$110,600.00)

Position Nos.: 35603, 47242, 16741, 35512, 16620, 18842,
16615, 45303, 16739, 16754, 47246, 47250,
47244, 16750, 47249, 19224, 35260, and
47245

From: Police Command Staff I
Job Code: 01609
Grade: 931 (\$68,200.00 - \$109,100.00)

To: Police Major
Job Code: 10278
Grade: 84P (\$116,900.00)

Position Nos.: 16676, 19561, 46340, 46143, 16745, and
146384

From: Police Command Staff II
Job Code: 01610
Grade: 939 (\$78,900.00 - \$130,000.00)

To: Police Lieutenant Colonel
Job Code: 10279
Grade: 84P (\$123,100.00)

Position Nos.: 16749, 1884, and 43200

From: Police Command Staff II
Job Code: 01610
Grade: 939 (\$78,900.00 - \$130,000.00)

To: Police Colonel
Job Code: 10280
Grade: 86P (\$130,400.00)

MINUTES

PERSONNELPolice Department - cont'dPosition Nos.: 18832, 46385, and 16646

From: Operations Manager III
Job Code: 00092
Grade: 960 (\$88,800.00 - \$146,500.00)

To: Deputy Police Commissioner
Job Code: 10281
Grade: 88P (\$146,100.00)

Position No: 16614

From: Executive Director III
Job Code: 00097
Grade: 992 (\$127,000.00 - \$209,500.00)

To: Police Commissioner
Job Code: 10282
Grade: 89P (\$180,000.00 - \$230,000.00)

Position Nos.: 19137 and 34112

From: Police Command Staff I
Job Code: 01609
Grade: 931 (\$68,200.00 - \$109,100.00)

To: Operations Officer III
Job Code: 00087
Grade: 929 (\$63,300.00 - \$101,200.00)

Costs: \$ 18,018.00 - 1001-000000-2002-195500-601062
12,312.00 - 1001-000000-2002-195600-601062
37,884.00 - 1001-000000-2003-195700-601062
15,190.00 - 1001-000000-2013-212900-601062
3,952.00 - 1001-000000-2021-212600-601062
16,478.00 - 1001-000000-2021-212800-601062

MINUTES

PERSONNELPolice Department - cont'd

15,190.00	-	1001-000000-2021-213000-601062
15,190.00	-	1001-000000-2021-213100-601062
19,866.00	-	1001-000000-2021-213300-601062
15,190.00	-	1001-000000-2023-212600-601062
15,190.00	-	1001-000000-2041-195700-601062
25,135.00	-	1001-000000-2041-195800-601062
15,190.00	-	1001-000000-2041-196500-601062
19,866.00	-	1001-000000-2041-220100-601062
19,866.00	-	1001-000000-2041-623000-601062
532,074.00	-	1001-000000-2042-220000-601062
18,018.00	-	1001-000000-2042-223700-601062
\$814,609.00	-	Total Costs

The Department of Human Resources, in conjunction with the Baltimore City Police Department, proposes the establishment of a fixed salary relationship between the maximum seniority salary of the Police Lieutenant classification of the Fraternal Order of Police Supervisory Unit II and the Police Department's senior sworn command ranks. The establishment and maintenance of a fixed salary relationship is projected to resolve ongoing internal pay compression issues. The fixed salary relationship will be enacted through the creation of the above flat salary grades and will apply only to the newly created sworn classifications of Police Captain, Police Major, Police Lieutenant Colonel, Police Colonel and Deputy Commissioner.

Under this fixed relationship, each of the following five newly created sworn classifications will be paid a fixed percentage above the maximum seniority salary of the Police Lieutenant: (1) Police Captain, 6%; (2) Police Major 12%; (3) Police Lieutenant Colonel, 18%; (4) Police Colonel, 25%; and (5) the Deputy Commissioner at 40%. In order to ensure that the precise agreed upon salary relationship is maintained, these grades are to be treated as exceptions to the MAPS Salary Administration Policy AM 205-20. Employees promoted into these classifications will be placed at the flat salary rate. Current incumbents and newly hired or promoted employees will not be eligible for performance-based salary adjustments and will have no ability to negotiate salary upon hire or promotion. No employee will receive an increase except in order to maintain the fixed salary relationship for their rank in conjunction with an increase to the maximum salary for Police Lieutenant.

MINUTES

PERSONNELPolice Department - cont'd

All salary adjustments will be rounded to the nearest hundred dollars.

The creation of a new classification and salary grade for the Police Commissioner will ensure that the Police Commissioner may receive salary adjustments in accordance with the terms of the Commissioner's employment contract with Baltimore City.

The Police Department has requested that this salary structure be made effective July 1, 2014, due to the implementation of a negotiated salary adjustment for the Fraternal Order of Police Supervisory Unit II that was applied on that date. The adjustments will be applied only to current sworn incumbents of the above classifications; incumbents will receive retroactive pay adjustments only back to the date of their entrance into the impacted rank, if that date is subsequent to July 1, 2014. Two civilian incumbents are being reclassified to Operations Officer III. One employee's salary is above the maximum for that classification and will be red circled (frozen) until such time as it is within the assigned salary range. The obsolete classifications of Police Command Staff I and II will be abolished in a separate action upon being vacated.

These positions are considered Positions of Trust, in accordance with the policy outlined in the Administrative Manual, Section 237-1.

	<u>Hourly Rate</u>	<u>AMOUNT</u>
<u>Mayor's Office of Criminal Justice (MOCJ)</u>		
3. ANN TINDALL	\$25.00	\$ 8,100.00
4. ELISEBA OSORE	\$25.00	\$ 8,100.00

Account: 4000-476515-2252-690500-603018

The above-listed contractual employees will each serve as a Contract Service Specialist II (Staff Supervisor). Their duties will include, but are not limited to overseeing the coordination of operations while at the Visitation Center, including the

MINUTES

PERSONNELMOCJ - cont'd

Supervision of the Visitation and Exchange Monitors. They will be responsible for knowing the daily schedule of families served and pertinent information regarding visitation and exchange circumstances for each day and will facilitate the arrivals and departures of all clients.

They will ensure proper coverage at entrances, waiting areas, and visitation areas. They will provide Staff guidance to assist them in properly and effectively providing services. They will also be responsible for maintaining any records or documents pertaining to work covered under the Agreement and store them at the Visitation Center. The period of the Agreement is effective upon Board approval for one year.

5.	CHERYLE FRALING	\$15.00	\$ 3,000.00
6.	WANDA ASHLEY	\$15.00	\$ 4,500.00
7.	NATASHA PETERSON	\$15.00	\$ 4,500.00
8.	WANDA CARTER	\$15.00	\$ 5,100.00
9.	ANN MYERS	\$15.00	\$ 5,100.00
10.	AMANDA MUMFORD	\$15.00	\$ 5,100.00
11.	DARNELL PENN	\$15.00	\$ 5,100.00
12.	CHRISTINA TERRANOVA	\$15.00	\$ 5,100.00

Account: 4000-476515-2252-690500-603018

The above-listed contractual employees will each serve as a Contract Service Specialist II (Visitation and Exchange Monitor).

Their duties will include, but are not limited to observing visitation between visiting parents and children, and intervening as necessary during visits or exchanges to address any concerns that arise with parents and/or children. They will also coordinate safety of visits, keep accurate, and complete

MINUTES**PERSONNEL**

MOCJ - cont'd

records of any safety concerns or potential problems that come up during a visitation session.

They will also be responsible for maintaining clear and consistent communication with the on-site supervisor, on-site police, other monitors, and volunteers whether by phone, email, or in person. Duties will also include maintaining client files, maintaining personal timesheets and invoices, discussing case progress and concerns with supervisors, as well as attending occasional meetings about case status and other center operational issues. The period of the Agreement is effective upon Board approval for one year.

MINUTES**PROPOSALS AND SPECIFICATIONS**

1. Department of Transportation - TR 15013, Resurfacing
Highways at various
Locations, Southwest -
Sector III
BIDS TO BE RECV'D: 04/15/2015
BIDS TO BE OPENED: 04/15/2015

2. Department of Transportation - TR 08308, Reconstruct East
North Avenue (US Route 1) in
Baltimore from Aisquith
Street to Washington Street
BIDS TO BE RECV'D: 04/15/2015
BIDS TO BE OPENED: 04/15/2015

There being no objections, the Board, UPON MOTION duly made and seconded, approved the above-listed Proposals and Specifications to be advertised for receipt and opening of bids on the dates indicated.

MINUTES

A PROTEST WAS RECEIVED FROM MS. KIM TRUEHEART FOR ALL ITEMS ON THE AGENDA.

The Board of Estimates received and reviewed Ms. Trueheart's protest. As Ms. Trueheart does not have a specific interest that is different from that of the general public, the Board will not hear her protest.

Kim A. Trueheart

March 17, 2015

Board of Estimates
Attn: Clerk
City Hall, Room 204
100 N. Holliday Street,
Baltimore, Maryland 21202

Dear Ms. Taylor:

Herein is my written protest on behalf of the underserved and disparately treated citizens of the Baltimore City who appear to be victims of questionable management and administration within the various boards, commissions, agencies and departments of the Baltimore City municipal government.

The following details are provided to initiate this action as required by the Board of Estimates:

1. Whom you represent: Self

2. What the issues are:

a. Pages 1 - 63, City Council President and members of the Board of Estimates, BOE

Agenda dated March 18, 2015, if acted upon:

i. The proceedings of this board often renew business agreements without benefit of clear measures of effectiveness to validate the board's decision to continue funding the provider of the city service being procured;

ii. The Baltimore City School Board of Commissioners routinely requires submissions for board consideration to include details of the provider's success in meeting the objectives and/or desired outcomes delineated in the previously awarded agreement;

iii. The members of this board continue to fail to provide good stewardship of taxpayers' funds as noted by the lack of concrete justification to substantiate approval of actions presented in each weekly agenda;

iv. This board should immediately adjust the board's policy to ensure submissions to the board include measures of effectiveness in each instance where taxpayer funds have already been expended for city services;

v. In the interest of promoting greater transparency with the public this board should willing begin to include in the weekly agenda more details which it discusses in closed sessions without benefit of public participation.

vi. Lastly this board should explain to the public how, without violating the open meeting act, a consent agenda is published outlining the protocols for each week's meeting prior to the board opening its public meeting.

3. How the protestant will be harmed by the proposed Board of Estimates' action: As a citizen I have witnessed what appears to be a significant dearth in responsible and accountable leadership, management and cogent decision making within the various agencies and

Email: kimtrueheart@gmail.com

5519 Belleville Ave
Baltimore, MD 21207

departments of the Baltimore City municipal government which potentially cost myself and my fellow citizens excessive amounts of money in cost over-runs and wasteful spending.

4. Remedy I desire: The Board of Estimates should immediately direct each agency to include measures of effectiveness in any future submissions for the board's consideration.

I look forward to the opportunity to address this matter in person at your upcoming meeting of the Board of Estimates on March 18, 2015.

If you have any questions regarding this request, please telephone me at (410) 205-5114.

Sincerely,
Kim Trueheart, Citizen & Resident

5519 Belleville Ave
Baltimore, MD 21207

MINUTES

President: "There being no more business before the Board the Board will recess until bid opening at twelve noon."

* * * * *

MINUTES

Clerk: "The Board is now in session for the receiving and opening of bids."

BIDS, PROPOSALS, AND CONTRACT AWARDS

Prior to the reading of bids received today and the opening of bids scheduled for today, the Clerk announced that **THERE WERE NO ADDENDA RECEIVED** extending the dates for receipt and opening of bids on the following contract. There were no objections.

* * * *

Thereafter, UPON MOTION duly made and seconded, the Board received, opened, and referred the following bids to the respective departments for tabulation and report:

Bureau of Water and Wastewater - WC 1230, Prettyboy Reservoir
Dam Gatehouse Improvements

Cianbro Corporation
The Whiting-Turner Contracting Co., Inc.
Johnston Construction Company *

*UPON FURTHER MOTION duly made and seconded, the Board declared the bid of Johnston Construction Company **NON-RESPONSIVE** and materially defective.

MINUTES

Department of Public Works

- WC 1311R, AMI/R Urgent Need Pavement and Sidewalk Restoration, Various Locations

Monumental Paving & Excavating, Inc.
P. Flannigan & Sons, Inc.

Bureau of Purchases

- B50003973, Hydraulic Hose & Fittings

Tipco Technologies, Inc.

Bureau of Purchases

- B50003978, Air Compressor with Trailer

Millennium Products, Inc.
Corelli, Inc.

Deputy Comptroller: "I'm recalling bid B50003903, Electronic Material Collection and Recycling Services. This bid was originally opened and received for this particular uh-- bid solicitation on February 11, 2015. On that date, on February 11, 2015 when the bids were opened for B50003903, we did not have the bid in the possession of the City at that time of Vintage Tech. However, uh -- upon review and investigation it was determined that while it not in the possession of the City at 11 o'clock a.m. it was available for pick up by the City at the USPS on Fayette before 11 o'clock a.m. The law department reviewed this and an opinion was issued which determined that this can be viewed as a technical defect that the Board may waive. I am therefore making a motion that the Board waive this

MINUTES

as a technical defect and it will not be precedential, but specific to these facts and that the Board authorize that the bid of Vintage Tech, LLC be opened."

Deputy Director of Public Works: "I make a motion to open the bid."

Deputy Comptroller: "Second."

Deputy City Solicitor: "All in favor say AYE. The matter having none opposed, the matter having been properly moved and seconded the bid is accepted for opening. And let the record reflect the envelope is still in its sealed uh -- container being opened in public."

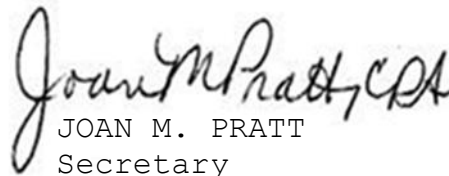
Bureau of Purchases

- B50003903, Electronic
Material Collection and
Recycling with Trailer
Services

Vintage Tech, LLC

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There being no objections, the Board UPON MOTION duly made and seconded, adjourned until its next regularly scheduled meeting on Wednesday, March 25, 2015.


JOAN M. PRATT
Secretary